

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CITY-CONSULTANT AGREEMENT WITH HR GREEN, INC. TO COMPLETE THE DESIGN OF A NEW SHARED USE PATH CONNECTING THE VILLAGES AT BRIGHT LEAF SUBDIVISION WITH GREEN PINES PARK.

WHEREAS, the City Council, as part of the City’s Capital Projects Fund for 2024, set aside funds for the design of a new shared use path connecting the Green Pines Park with the Villages at Bright Leaf subdivision (hereinafter “Project”); and

WHEREAS, the Department of Public Works of the City (hereinafter “Department”) lacks staff with the specialized training, expertise or equipment necessary to complete the surveying, engineering design and plans for the Project; and

WHEREAS, the Department reviewed the consultant qualifications on file, and solicited a proposal from HR Green (hereinafter “Consultant”) to provide design and surveying services for the Project; and

WHEREAS, the Consultant submitted a proposal, which included a scope of work and fee estimate, to complete the surveying, design and plans for the Project (hereinafter “Proposal”); and

WHEREAS, the Department of Public Works reviewed the Proposal and found it to meet the Department’s requirements for the Project; and

WHEREAS, the Department has prepared a City-Consultant Agreement with the Consultant to complete the Proposal for the Project; and

WHEREAS, on July 2, 2024, the Administration and Public Works Committee of the City discussed the Proposal and agreed that the Consultant has the best level of experience, having successfully completed similar projects for the city in prior years, and recommended that the Consultant be selected to complete the Proposal for the Project; and

WHEREAS, the City Council of the City finds and determines that it is to the benefit of the City to enter into a City-Consultant Agreement with the Consultant to complete the Proposal for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms, and provisions of the of the City-Consultant Agreement by and between the City and HR Green, Inc., relating to the Services within the City, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and hereby are approved and the Mayor shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in

substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

Section Two. The total aggregate expenses and liability of the City under the Agreement authorized pursuant to Section One of this Ordinance, shall not exceed a contract amount of \$114,800.00, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this Ordinance of \$124,800.00.

Section Three. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section Four. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section Five. This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this 12th day of August, 2024, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.



Presiding Officer



Joseph Garfitano, Mayor

ATTEST:


City Clerk

ATTEST:


City Clerk

EXHIBIT A
[attach Agreement]

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Public Works

DATE: July 2, 2024

THIS AGREEMENT, made and effective this 13th day of August, 2024, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and H.R. Green, Inc., hereinafter referred to as "Consultant", with a business address of: 520 Maryville Centre Drive, Suite 100, St. Louis, MO 63141.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

Professional services to complete the engineering design, and surveying for the Green Pines Connector Path (TAP-5500(692) as further described on Attachment B.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed One Hundred, Fourteen Thousand, Eight Hundred dollars (\$114,800), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.


III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before August 15, 2024, shall be completed on or before June 1, 2025, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of ~~Contract~~ first above written.


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Consultant

By Jason Dohrmann

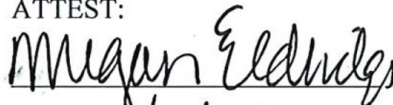
Title Vice President



City of Wildwood

By Joseph Garitano

Title Mayor

ATTEST:


DATE: 8/13/24

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant Proposal
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
**CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS**

- 1. Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.
- 2. Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.
- 3. Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.
- 4. Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.
- 5. Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.
- 6. Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment

D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. Amendments. This Agreement may be amended only by written agreement signed by the parties.

19. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. Severability. If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

23. Prevailing Party. If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

24. Non-Waiver. The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly

authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

ATTACHMENT B

SCOPE OF SERVICES

SPONSOR: City of Wildwood, Missouri

LOCATION: between Brightleaf and Pond Grover Subdivisions

PROJECT: Green Pines Trail, TAP-5500(692)

PROJECT DESCRIPTION: The City of Wildwood (CITY) has been granted federal Transportation Alternatives Program (TAP) funds for the construction of a new multi-use path from about 800 feet north of Taylor Road to Hickory Crest Drive/Green Pines Drive. The work will consist of grading, paving and landscaping for the new multi-use path. The project will consist of the following design features: 1). Topographic survey; 2). Hydraulic calculations necessary for meeting Metropolitan St. Louis Sewer District (MSD) land disturbance requirements for clean water; 3). Coordinate Request for Environmental Review (RER) with MoDOT staff; and 4). Public Involvement Meeting.

GENERAL: The ENGINEER will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of the tasks detailed below. Plans will be developed in accordance with the procedures required by the Missouri Department of Transportation Engineering Policy Guide (EPG), Section 136. The ENGINEER will develop deliverables for the following four (4) submittals (items 1 through 4), and submit to the CITY and MoDOT for review and approval:

1. Survey / Data Collection
2. Preliminary Design Phase
3. Final Design Plan Phase

PROJECT ASSUMPTIONS: The following assumptions were made in developing this scope of services:

1. Existing Conditions Data Collection: The CITY will provide the ENGINEER with approved development plans, including drainage calculations, if available.
2. Right-of-Way: For the purposes of this scope of service, it is assumed that the project may require permanent right-of-way from zero (0) parcels, and temporary construction easement documents from zero (0) properties in order to construct improvements. Right-of-Way plans will not be required for this project. The ENGINEER will obtain available recorded plats and deeds through the project limits. Title work will not be required.
3. Surveying: A full topographic and right-of-way survey will be completed by a Subconsultant.
4. Drainage Design: Review of the existing storm sewer system and hydraulic calculations will be completed throughout the project limits to provide a “before” construction condition, proposed drainage calculations will provide an “after” construction condition accounting for new pavement. The ENGINEER will be responsible for MSD coordination.
5. Geotechnical Exploration: Geotechnical exploration will not be completed for this project.
6. Cultural Resources Survey: The scope will include provisions for a Cultural Resources Survey to be completed by a subconsultant.

7. Technical Specifications: The ENGINEER will prepare JSP's for any technical construction specifications not covered by the most current version of the Missouri Department of Transportation Construction Specifications for Highway Construction or St. Louis County Department of Transportation Specifications. The ENGINEER will be responsible for all other aspects of the Contract Manual and will follow the Federal Boiler Plate available through MoDOT's EPG.
8. Bidding Documents: The ENGINEER will provide one PDF copy of all bid documents to the CITY, who will be responsible for reproduction of the bidding documents.
9. Right-of-Way: All survey or right of way work will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor.
10. As-Built Plans: For the purposes of the fee estimate, the assumption was made that the contractor would develop and provide construction as-built plans to the ENGINEER and CITY.

EXCLUSIONS: Exclusions to the scope of services include the following:

1. Presentation at City Council, or other similar public meetings
2. Conceptual Design Study
3. MSE Retaining wall design will be completed by wall manufacturer
4. Roadway lighting photometric calculations
5. Geotechnical investigation
6. Landscaping, lighting, and signing/stripping plans
7. Design of utility adjustments or preparation and negotiation of utility agreements
8. Right-of-Way Plan Development
9. Acquisition of new right of way or easements
10. Safety analysis
11. Traffic Safety and Operations (TS&O) Report
12. Any work required for condemnation of property
13. Title Work
14. Preparation of any Certified Land Corner documents.
15. Physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.
16. NEPA or environmental permitting or documentation beyond the RER process, Cultural Resources Survey and Section 106 will not be included. Scope will not include floodplain development permit.
17. Permitting other than that described herein will be the responsibility of the CITY
18. Permitting requirements during construction phase will be the responsibilities of others
19. Utility coordination meeting

DETAILED DESIGN ENGINEERING

In order to achieve the above project goals and objective, the ENGINEER will provide:

I. PROJECT MANAGEMENT

- A. Periodic Client Progress Meetings will be anticipated for the approximate duration of the project (total of 2 in person meetings anticipated). It is anticipated that all meetings will be held at the CITY offices. Meeting notes will be prepared by ENGINEER and submitted to CITY.

- B. Invoices and progress reports will be prepared monthly for the duration of the project (assume 24 months). The invoices will be prepared by the ENGINEER in accordance with the standard CITY Consultant Invoice form. Subconsultants will prepare individual invoices for their work and submit the invoices to the ENGINEER, who will summarize all the invoices into one comprehensive invoice.
- C. Subconsultant Services: For this project, topographic and Right of Way surveys will be subcontracted, as well as landscape architecture. The subconsultant scope of service is provided along with a breakdown of fees, but for ease of understanding, the corresponding Subconsultant line items in the fee estimate are entered only as a single direct cost. ENGINEER has hours shown in the fee estimate to coordinate with the Subconsultant with respect to scope, schedule and budget, as well as to process invoices.

II. SURVEY/DATA COLLECTION

Based on project kick-off and scoping meeting discussions with the CITY, the ENGINEER will complete the following:

- A. Topographic Survey will be completed by a subconsultant. See Attachment A for scope of services
- B. Field Checks – The ENGINEER will independently conduct a field check of the Topographic Survey or its component parts, as ENGINEER deems necessary, to accurately depict all necessary aspects of the project shown on the plans.

III. PRELIMINARY DESIGN PHASE

Based on Conceptual Layout approval by the CITY, the ENGINEER will provide Preliminary Plans that are approximately 30% complete. These plans will show the general nature of the proposed improvements and will include the following:

- A. Preliminary Trail Design Plans: The Preliminary Design plan submittal will show the general nature of the proposed improvements for the project and will include, but not necessarily be limited to:
 - 1. Title Sheet – The ENGINEER will complete a preliminary title sheet for the project. (1 sheet assumed)
 - 2. Typical Section Sheets – The ENGINEER will prepare preliminary typical section sheets (2 sheets assumed)
 - 3. Reference Tie / Project Control Sheet – The ENGINEER will prepare a preliminary tie and control sheet using information provided by the surveyor. (1 sheet assumed)
 - 4. Develop Plan/Profile Sheets – The ENGINEER will prepare preliminary plan/profile sheets based on a 20-scale horizontal plan and a 10-scale vertical profile. Plan/profile sheets will include trail geometry, drainage layout, existing right-of-way and easements, and retaining walls, as necessary. (3 sheets assumed)
 - 5. Preliminary Grading Plan – The ENGINEER will prepare a grading plan showing existing and proposed grading contours to depict any special grading requirements along the corridor. (3 sheets assumed)
 - 6. Preliminary Cross Sections - Cross sections for the project will be shown at twenty-five-foot intervals along the proposed centerline of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. *Effort required to prepare cross sections also includes the effort to*

create a 3D model of the project. For the preliminary cross sections, only existing features and proposed pavement will be shown to generate construction limits (no labeling). Six cross sections per sheet are anticipated. (8 sheets assumed)

7. Drainage Area Map (1 sheet assumed)
- B. Hydraulic Calculations/MSD Coordination - The ENGINEER will delineate drainage areas and prepare hydraulic calculations for an open ditch storm drainage system to handle runoff within public Right-of-Way. It is anticipated the existing public drainage ditches and culverts will be sufficient for the roadway improvements. The hydraulic calculations will include the proposed ditch/culvert system.
 1. Determine drainage areas
 2. Determine runoff coefficients
 3. Calculate pre and post construction runoff/impervious area
 4. Drainage impacts Memorandum
 5. MSD Coordination for Construction Approval
- C. Prepare Engineer's Estimate of Probable Cost (EOPC) – The ENGINEER will, based on the preliminary plans, complete a preliminary Engineer's Estimate of Probable Cost utilizing historical unit bid prices for construction.
- D. Public Meeting – The CITY will secure the location for a public meeting place and will set the date in coordination with the ENGINEER. The CITY will notify stakeholders of the public meeting, and prepare sign-in sheets, and project information and comment sheets. The open house format public meetings is expected to last for a period of two (2) hours.
 1. The ENGINEER will prepare up to three (3) mounted display boards which will include improvements overlaid on an aerial background, comment sheet, sign-in, sheet, and project information sheet.
 2. The ENGINEER is expected to have up to two (2) staff members present at the public meeting.
 3. Property owner comments and feedback will be summarized by the CITY and presented to the ENGINEER.
- E. Submit Preliminary Plans – The ENGINEER will submit an electronic copy of the Preliminary Plans to the CITY for review and approval. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Reference Tie Sheet, Plan/Profile Sheets, Landscape Plan, Cross Sections, and Drainage Area Map. Upon approval at the CITY level, the ENGINEER will send the Preliminary Plan submittal to MoDOT for review and concurrence. Any comments that MoDOT makes required for approval will be revised and resubmitted during the Final Plan Stage. It is expected that preliminary plan comments will be addressed as part of the Final Plan submittal (Task IV).
- F. Request for Environmental Review – The ENGINEER will complete a Request for Environmental Review (RER) through the new Environmental Services webpage linked in the MoDOT EPG. Additional Forms and information that may be required to be submitted include the following:
 1. Complete the required Section 106 Project Information Form to the State Historic Preservation Office.
 2. Obtain the necessary USFWS IPac Official Species List, MDC Heritage Review Report, and related Threatened and Endangered Species documentation.
 3. Cultural Resources Survey (to be completed by a subconsultant)
- G. Utility Coordination – The ENGINEER will submit approved preliminary plans to known utility providers in the area to coordinate possible conflicts with proposed construction. Minor adjustments to the trail alignment may be made to avoid conflicts at the direction of the CITY.

IV. FINAL PSE DEVELOPMENT

The Final Plans, Specifications, and Estimate (PS&E) submittal in accordance with the following information:

A. Final Design Plan Preparation

1. Title Sheet – The ENGINEER will make final revisions to the title sheet. (1 sheet assumed)
 2. Tabulation of Quantities - The ENGINEER will tabulate all quantities to be used for bidding purposes. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized and will break down how each quantity was tabulated by sheet and station range. (2 sheets assumed)
 3. Typical Section Sheets – The ENGINEER will refine preliminary typical section sheets. Typical Section sheets will include pavement structure and compacted subgrade requirements. (2 sheets assumed)
 4. Reference Tie/Project Control Sheets - Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart. (1 sheet assumed)
 5. Plan over Profile Sheets - The ENGINEER will finalize the plan/profile sheets by providing details and notes as necessary for the final design plans. Plan and profiles shall be drawn at a horizontal scale of 1"=20' and a vertical scale of 1"=10'. These sheets will be formatted to allow converting to ½ size scalable plans on 11"x17" paper. (3 sheets assumed)
 6. Final Grading Plan – Modifications to the preliminary grading plan including construction notes. (3 sheets assumed)
 7. Hydraulic Impacts/Follow up with MDS – The ENGINEER will make any adjustments to the hydraulic analysis based on plan revisions and follow up with MDS for construction approval.
 8. Erosion Control Plans - The ENGINEER will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on 20 scale plan/plan sheets. (3 sheets assumed)
 9. Cross Sections - The ENGINEER will refine preliminary cross sections to develop final cross sections through the project construction limits based on a 5 horizontal/vertical scale. Final cross sections will show existing and proposed improvements, existing and proposed right-of-way and easements, cut/fill volume, existing utilities (if provided available information), and proposed utilities. (8 sheets assumed)
- B. Prepare EOPC – ENGINEER will, based on the Final Design Plans, will complete an EOPC.
- C. The ENGINEER shall prepare all necessary Project Bidding documents for review and approval by the CITY. The ENGINEER will use standard CITY front-end Contractual documents and the ENGINEER shall advise the CITY of any needed changes to these documents to correlate with JSPs.
- D. Submit Draft PS&E to CITY for review (PDF format).
- E. Utility Coordination – The ENGINEER will submit draft final plans to known utility providers in the area to coordinate possible conflicts with proposed construction.
- F. Final Draft PS&E Documents based on draft submittal comments submitted to CITY and MoDOT.

- G. Address Final Draft comments from MoDOT and resubmit Final, Sealed PS&E construction documents.
- H. Update RER with any necessary changes from preliminary design phase.

V. BIDDING SERVICES / CONSTRUCTION SERVICES

Bidding Services for this project will include:

- a. Issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)
- b. Shop drawing review for various items as required in the contract.

VI. DELIVERABLES PROVIDED BY ENGINEER

The CONSULTANT shall furnish the following completed drawings and documents:

1. Conceptual Layout Strip map – The ENGINEER will submit an electronic copy (PDF format) of the Conceptual Design Layout to CITY for review and approval. The layout will be in strip map format, suitable for presentation at a public meeting.
2. Submit Preliminary Plans – The ENGINEER will submit an electronic copy (PDF format) of the Preliminary Plans and Estimate to the CITY and MoDOT for review and approval. The Preliminary Plan submittal will include Title Sheet, Typical Sections, Plan over Profile Sheets, Reference Tie Sheet, and Cross Sections.
3. Submit Right-of-Way Plans – The ENGINEER will submit an electronic copy in PDF format of the Right-of-Way Plans to the CITY and MoDOT for review and approval. The Right-of-Way Plan submittal will include Title Sheet, Typical Sections, Reference Tie/Project Control Sheet, and Plan and Profile Sheets, and Cross Sections.
4. Submit 95% Draft Package/Plan Set for Review – The ENGINEER will submit a Draft PS&E package to the CITY and MoDOT. This submittal will include all of the aforementioned sheets within the Plan Set, as well as JSP's and Engineer's Estimate of Probable Cost in electronic PDF format.
5. Submit Revised PS&E – After revising the Draft PS&E, the ENGINEER will resubmit final copies of the PS&E (same deliverables as Task 3 above) to the CITY and MoDOT.

PROJECT: Green Pines Trail
 PROJ. NO.: 2402168
 CLIENT: City of Wildwood, MO
 CLIENT PM: Rick Brown
 CONSULTANT PM: Dan Shane, PE, PTOE

ning (bond) \$1.75 / SF
 ap Mounting \$200/ big board
 22 mi (round trip)

ATTACHMENT B - ESTIMATE OF COST

| | | LABOR AND OVERHEAD | | | | | | | | | | DIRECT EXPENSES | | | | | | |
|----------------|--|-------------------------------------|----------------------------|---------------------------------|----------------|------------|---------|-------------------|----------|-----------|-----------|-----------------|--------------|--------------|-------|--------------------------|-------------|-------|
| | | | | | | | 7 | 26 | 118 | 46 | 331 | 36 | 6 | | | | | |
| | | | | | | | \$92.00 | \$ 78.00 | \$ 58.00 | \$ 53.00 | \$ 41.00 | \$ 33.00 | \$ 21.00 | 0.68 | | | | |
| | | | | | | | \$644 | \$2,028 | \$6,844 | \$2,438 | \$13,571 | \$1,188 | \$126 | 100 | 67.50 | 750.00 | 27,957.00 | |
| | | | | | | | 2.4% | 7.6% | 25.5% | 9.1% | 50.6% | 4.4% | 0.5% | | | | | |
| Task | DESCRIPTION OF TASK | HR GREEN Direct Labor Task SubTotal | Direct Labor Plus Overhead | Labor Plus Overhead Plus Profit | Total Expenses | Task Total | PRIN. | SENIOR PROF. (PM) | PROF. | JR. PROF. | JR. PROF. | JR. PROF. | ADMIN. ASST. | Mileage Auto | | Printing, Mounting, etc. | Subs Direct | Notes |
| | | | | | | | Dohmann | Shane | Davis | Keeven | Sabo | Folz | Randick | Unit | Total | Total | Total | |
| Task IV | Final PSE Development | | | | | | | | | | | | | | | | | |
| A | Final Design Plans | | | | | | | | | | | | | | | | | |
| 1 | Title Sheet (1 Sheet) | 41.00 | 115.25 | 131.39 | | 131.39 | | | | | 1 | | | | | | | |
| 2 | Tabulation of Quantities (2 Sheets) | 1,120.00 | 3,148.32 | 3,589.08 | | 3,589.08 | | 8 | | | 16 | | | | | | | |
| 3 | Typical Sections (1 Sheet) | 164.00 | 461.00 | 525.54 | | 525.54 | | | | | 4 | | | | | | | |
| 4 | Reference Tie/Coordinate Sheet (1 Sheet) | 41.00 | 115.25 | 131.39 | | 131.39 | | | | | 1 | | | | | | | |
| 5 | Plan/Profile Sheets (3 Sheets)/Refine Model | 1,042.00 | 2,929.06 | 3,339.13 | | 3,339.13 | | 1 | | | 24 | | | | | | | |
| 6 | Final Grading Plan (3 sheets) | 772.00 | 2,170.09 | 2,473.90 | | 2,473.90 | | 2 | | | 16 | | | | | | | |
| 7 | Hydraulic Impacts/Followup with MSD | 386.00 | 1,085.05 | 1,236.95 | | 1,236.95 | | 1 | | | 8 | | | | | | | |
| 8 | Erosion Control Plans (3 Sheets) | 246.00 | 691.51 | 788.32 | | 788.32 | | | | | 6 | | | | | | | |
| 9 | Cross Sections (8 Sheets) | 1,042.00 | 2,929.06 | 3,339.13 | | 3,339.13 | | 1 | | | 24 | | | | | | | |
| B | EOPC | 386.00 | 1,085.05 | 1,236.95 | | 1,236.95 | | 1 | | | 8 | | | | | | | |
| C | Construction Manual/JSP's | 628.00 | 1,765.31 | 2,012.45 | | 2,012.45 | | 8 | | | 4 | | | | | | | |
| D | Draft PSE Submittal to City | 164.00 | 461.00 | 525.54 | | 525.54 | | | | | 4 | | | | | | | |
| E | Utility Coordination | 280.00 | 787.08 | 897.27 | | 897.27 | | 2 | | | 4 | | | | | | | |
| F | Address Comments and Final Draft PSE Submittal to City/MoDOT | 444.00 | 1,248.08 | 1,422.82 | | 1,422.82 | | 2 | | | 8 | | | | | | | |
| G | Final PSE Submittal to City/MoDOT | 222.00 | 624.04 | 711.41 | | 711.41 | | 1 | | | 4 | | | | | | | |
| H | Update RER | 190.00 | 534.09 | 608.86 | | 608.86 | | 1 | | | 4 | | | | | | | |
| | Final PSE QA/QC / address comments | 1,880.00 | 5,284.68 | 6,024.54 | | 6,024.54 | 4 | 8 | 4 | | 16 | | | | | | | |
| | SUBTOTAL TASK V | | | | | 28,994.68 | | | | | | | | | | | | |
| Task V | Bidding Period Services | | | | | | | | | | | | | | | | | |
| a | Respond to RFI's | 280.00 | 787.08 | 897.27 | | 897.27 | | 2 | | | 4 | | | | | | | |
| b | Shop Drawing Review | 232.00 | 652.15 | 743.45 | | 743.45 | | 4 | | | | | | | | | | |
| | SUBTOTAL TASK VI | | | | | 1,640.72 | | | | | | | | | | | | |

TOTAL \$114,781.15

Attachment C
(Optional)
Consultant/Services Agreement
Progress Payment Schedule

Consultant: _____ Date: _____
Project: _____ Basic Compensation: \$ _____

| <u>Phase of Work</u> (Describe) | <u>% of Total</u> | <u>Progress Payment</u> |
|---------------------------------|-------------------|-------------------------|
| Phase I: | _____% | \$ _____ |
| Phase II: | _____% | \$ _____ |
| Phase III: | _____% | \$ _____ |
| Phase IV: | _____% | \$ _____ |
| Phase V: | _____% | \$ _____ |

Total Basic Compensation: \$ _____

Attachment D

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000*.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each accident*
- (d) Professional Liability
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.