

**CONTRACT FOR CONSULTING
ENGINEER**

Contract dated Aug. 28, 2023 between THE CITY OF WILLARD, MISSOURI, whose mailing address is P.O. Box 187, Willard, MO 65781, hereinafter referred to as "CITY", and CJW TRANSPORTATION CONSULTANTS, LLC, whose mailing address is 5051 S. National Suite 7A, Springfield, MO 65810, hereinafter referred to as "CONSULTANT".

ARTICLE I. SERVICES OF THE CONSULTANT

CONSULTANT shall provide professional Transportation consulting services to the CITY in accordance with City of Willard Ordinances, in all facets of the CITY's engineering operations and maintenance. The terms and conditions, including fees, are attached and incorporated herein by reference as though fully set forth. The CONSULTANT represents that it is licensed to perform the agreed upon services described herein and covenants that it maintains all valid licenses, permits and registrations to perform same.

Contract is for an initial period of three (3) years, and up to two (2) optional, one (1) year extensions not exceeding a total of five (5) years from the date of Contract execution. The CITY will notify CONSULTANT a minimum of 30 days before expiration for contract extension.

ARTICLE II. PAYMENT

- A. In each such request of CITY to CONSULTANT for engineering, consultation service, the scope of services to be performed shall be mutually agreed upon in writing and the CONSULTANT shall be compensated on a time and expense basis set forth in Exhibit "A". CITY will pay CONSULTANT for services within ten (10) days after receipt of invoice based on billings submitted at the end of each month unless otherwise agreed in writing.
- B. Compensation payable to the CONSULTANT under this agreement shall be in addition to taxes or levies (including State and Local taxes) which may be assessed against the engineer by any state or subdivision directly on services performed or payments for services performed by the CONSULTANT pursuant to this Contract. Such taxes and levies which CONSULTANT may be required to collect or pay shall be in turn added by CONSULTANT to invoices submitted to CITY pursuant to this Contract.
- C. The following information shall be included in all billings submitted:
 - 1. Project Title and/or Number
 - 2. Specific time period covered by billing.
 - 3. Itemized breakdown of amount requested.
 - 4. Description of service(s) provided during billing period.
 - 5. Total of all previous requests to date.
 - 6. Total amount requested to date, including the current amount being requested (total of items 3 and 4 above).

- D, Per each assigned task performed, pursuant to this Contract, the total amount for all services and expenses shall not exceed seventy-four thousand, nine hundred, and ninety-nine dollars (\$74,999).
- E. Requests for payment shall be directed to the City Administrator of CITY.

ARTICLE III. CITY RESPONSIBILITIES

The CITY shall furnish to the CONSULTANT and the CONSULTANT shall retain in its office during the term of this CONTRACT copies of all studies, accounting data, maps and other pertinent data as may be required by the CONSULTANT in the performance of services requested by the CITY.

ARTICLE IV. TERMINATION OF CONTRACT

CITY or CONSULTANT may, with or without cause, at any time prior to the contract period specified in ARTICLE I., terminate this Contract, or any part thereof, by giving 30 days written notice to the other party. CONSULTANT shall be compensated for services performed prior to termination, together with any expenses incurred to-date of termination. CITY shall receive all work equal to the percent (%) of Consultant's invoiced amount prior to making final payment.

ARTICLE V. ASSIGNABILITY

CONSULTANT shall not assign or transfer any interest in this Contract voluntarily or otherwise.

ARTICLE VI. TITLE TRANSFER

The products of this Contract, such as all drawings, specifications, reports, and other materials of a similar nature, shall be the sole and exclusive property of CITY. Upon completion or other termination of this Contract, CONSULTANT shall deliver to CITY originals of any and all materials pertaining to this Contract.

ARTICLE VII. INSURANCE

Such policies shall name the City of Willard as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, [HTTP:\\www.insurance.mo.gov\\industry\\sovimunity.htm](http://www.insurance.mo.gov/industry/sovimunity.htm)).

The minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq
Employer's Liability.\$1,000,000.00
- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent CONSULTANTS, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Dollars and No/100

(\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No/100 (\$300,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one CITY with respect to damages to property.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Dollars and No/100 (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No/100 (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **CITY's and CONSULTANTS's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Dollars and No/100 (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No/100 (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The CITY's and CONSULTANT's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Willard;
- (2) Be with the same insurance company with which the CONSULTANT carries its Commercial General Liability Insurance and Automobile Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The CONSULTANT shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the CONSULTANT and the City of Willard.

f. **Subcontracts.** In case any or all of this work is sublet, the CONSULTANT shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. CONSULTANT shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Willard through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

ARTICLE VIII. INDEMNIFICATION

- a. The CONSULTANT agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs (including attorney's fees) by reason or on account of any

injuries or damages received or sustained by any person or persons, or their property, by CONSULTANT, its servants, agents or subcontractors in the construction of said work, or by any

negligence or carelessness in the performance of same, or on account of any act or omission of CONSULTANT, its servants, agents, or subcontractors, or arising out of the award of this contract to CONSULTANT.

- b. The CONSULTANT assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims damages, costs (including attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.
- c. The CONSULTANT shall indemnify and hold the city harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with CITY within ten (10) days after the date of execution of the Contract and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Willard
PO Box 187
224 W Jackson Street
Willard, MO 65781

ARTICLE IX. INDEPENDENT CONSULTANT

It is stipulated and agreed that the CONSULTANT shall be an independent CONSULTANT in the performance of this Contract and shall have complete charge of the persons engaged in the performance of the work. The CONSULTANT shall perform the work in accordance with its own methods in an orderly and professional manner.

ARTICLE X. NONWAIVER

The failure of CITY to insist or enforce, in any instance, strict performance by the CONSULTANT of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or right on any future occasion.

ARTICLE XI. NONDISCLOSURE

The CONSULTANT agrees not to divulge to third parties without written consent from CITY any information obtained from or through CITY in connection with the performance of this Agreement.

ARTICLE XII. NOTICES

Any notice given by either party to the other hereunder is deemed served, if delivered in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as follows:

CONSULTANT
CJW Transportation Consultants, LLC
5051 S. National, Suite 4-110
Springfield, MO 65810
Ph: 417-889-3400

CITY (City of Willard) Sam
Snider
P. O. Box 187, 224 W Jackson
Willard, Mo. 65781
Ph: 417-742-3033

Either party may change any representative or address by giving the other party notice in writing of such change.

ARTICLE XIII. CONTRACT DOCUMENTS

This Contract constitutes the entire agreement between the parties concerning the subject matter hereof, and all representations or agreements in respect thereof of whatever nature, expressed or implied, are superseded by this document. The Contract may be modified only by written instrument executed by the parties. This Contract shall be binding upon and shall inure to the benefit of CONSULTANT and the CITY and to their successors and assigns. This Contract shall be governed by the laws of the State of Missouri. Any action to interpret or enforce the provisions of this Contract shall be filed in the Circuit Court of Christian County, Missouri. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.

ARTICLE XIV. ATTORNEY FEES AND COSTS

If either party shall default in their performance under this Agreement, which default results in the expenditure of attorney's fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement then the prevailing party shall receive their reasonable and actually incurred attorney's fees in addition to any other damages recovered.

ARTICLE XV. PERSONAL SUPERVISION BY

The CONSULTANT warrants that _____, on behalf of CONSULTANT, will be responsible and in charge of performing the obligations and duties of the CONSULTANT under this Contract. Other personnel may be assigned as required to accomplish the specified engineering construction services. CONSULTANT covenants and warrants that it has the unlimited legal right to enter into this Contract and to perform in accordance with its terms without violating the rights of others or any applicable law and that it has not and shall not become a party to any other agreement of any kind which conflicts with this Contract. CONSULTANT shall indemnify and hold harmless the CITY from any and all damages, claims and expenses arising out of or resulting from any claim that this Contract violates any such agreements. Breach of this warranty shall operate to terminate this Contract automatically without notice as specified in Article IV and to terminate all

obligations of the CITY to pay any amounts which remain unpaid under this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract either personally or by duly authorized against as of the day and year first above written.

CONSULTANT

OWNER

By: 

By: 

CJ Wynn P.E.
Project: CONSULTANT
CJW Transportation Consultants, LLC

Sam Snider, Mayor
City of Willard, MO

Approved as to form:


City Attorney

Certificate of Financial Officer:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.


Director of Finance



CJW

2023 Fee Schedule

Personnel Hourly Rates:

Principal	\$190.00
Senior Engineer I	\$190.00
Senior Engineer II	\$165.00
Project Engineer	\$119.00
Project Manager	\$115.00
Engineer Intern	\$87.00
Inspector	\$82.00
Senior Designer	\$92.00
Senior Designer II	\$86.00
Survey Manager / PLS	\$97.00
Survey Crew Chief	\$80.00
Survey Crew Member	\$66.00
2 Person Survey Crew	\$146.00
Traffic Data Collector	\$33.00
Engineering Technician	\$69.00
Administrator	\$38.00
Clerical	\$33.00

Expenses and Equipment Charges:

Vehicle (3/4 ton or less)	\$0.655/mile
Copies	\$0.10/each
Blueprints	\$0.55/sq. ft.
Real Time GPS Equipment	\$275.00/day
Robotic Prism-Less Instrument	\$215.00/day
Drone Usage	\$300.00/hour

Reimbursable: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):

1.5 times the hourly rate