

RESOLUTION NO. R-14-83

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH KAW VALLEY ENGINEERING, INCORPORATED IN AN AMOUNT NOT TO EXCEED \$42,350.00 FOR THE PREPARATION OF A WATER DISTRIBUTION SYSTEM MASTER PLAN.

WHEREAS, the City of Gladstone is nearing completion of its small water main replacement program; and

WHEREAS, the development Water Distribution System Master Plan was identified as a City Council Goal; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project; and

WHEREAS, the contract with Kaw Valley Engineering, Incorporated, is in an amount not to exceed \$42,350.00; and


WHEREAS, funds for this purpose are authorized from the City of Gladstone Combined Water and Sewerage System Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Kaw Valley Engineering, Incorporated, for a Water Distribution System Master Plan in an amount not to exceed Forty Two Thousand, Three Hundred and Fifty Dollars and 00/100, (\$42,350.00);


FURTHER, THAT, funds for such purpose shall be provided from the Combined Water and Sewerage System Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 24TH DAY OF NOVEMBER, 2014.



J. Brian Hill, Mayor

Attest:



Ruth E. Bocchino, City Clerk



Department of Public Works
Memorandum

Gladstone



2008

DATE: November 19, 2014
TO: Kirk L. Davis, City Manager
FROM: Timothy A. Nebergall, Director of Public Works *TN*
RE: Design Contract with Kaw Valley Engineering, Incorporated
Water Distribution System Master Plan

Over the past decade, the City of Gladstone has focused on replacing small water mains throughout the City. As the small water main replacement program nears completion, it will be necessary to identify and prioritize future water main replacement projects. The City Council recently identified a water distribution system master plan as a major goal.

The City of Gladstone recently issued a Request for Proposal (RFP) for consultant teams to assist in the development of the plan. Two (2) consultant teams responded to the RFP:

- Kaw Valley Engineering, Incorporated
- Larkin, Lamp, & Rynearson

Based upon the information collected through the RFP process, it was the recommendation of the selection committee to begin contract negotiations with Kaw Valley Engineering, Incorporated. The criteria used to make the selection included the consultant's proposed approach and the experience and qualifications of both the firm and staff assigned to the project.

The proposed scope includes a detailed review of the City's current water distribution system with an emphasis placed on areas with a high frequency of water main breaks and/or red water complaints from iron buildup. The consultant is recommending the use of online survey tools such as survey monkey in areas of known red-water complaints and two (2) public meetings as-needed.

Upon completion of the data collection process, the consultant will develop a priority list of projects with an estimate of project costs. The consultant will also assist the City in the preparation of a Missouri Department of Natural Resources Owner Supervised Plan. If approved by MoDNR, this allows the City to construct projects without the need to obtain a construction permit for each individual project.

Based upon all of the available information, staff is recommending that the City of Gladstone award a design contract to Kaw Valley Engineering, Incorporated in an amount not to exceed \$42,350. Funding for the study is budgeted in CWSS.

If you have any questions, please contact me at your convenience.

14-83

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WATER DISTRIBUTION SYSTEM MASTER PLAN**

THIS AGREEMENT, made and entered into this 11th day of December 2014, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Kaw Valley Engineering, Incorporated., hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DESCRIPTION OF PROJECT

1. Water Distribution System Master Plan

ARTICLE II

ENGINEER'S SCOPE OF SERVICES

1. The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
2. The Engineer hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Section C of Article IV. The City is not liable and will not pay the Engineer for any services rendered before the Engineer receives written authorization.
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Engineer at the time a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings, and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.
5. The services described in Exhibit A shall be completed no later than May 1, 2015.

ARTICLE III

CHANGES IN SCOPE

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

ARTICLE IV

ENGINEER'S FEE

1. Basic Fee.

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Engineer shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee for design services shall be based upon time and materials expended on the project and shall not exceed \$42,350 including expenses.
- b) **Payment Schedule for Compensation.** The compensation for work shall be paid in monthly installments based upon time and materials expended by the Engineer. The Engineer shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.

2. Payment for Additional Services - The City and Engineer shall negotiate a written supplemental agreement with the Engineer for additional services should the need arise for work beyond the agreed upon scope of services.

ARTICLE V

OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Engineer shall also deliver all electronic information on CD in Autocad format.
2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer.

ARTICLE VI

TERMINATION

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice. The City's reuse of the Instruments of Service without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Engineer.
3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto.

ARTICLE VIII

DISCLOSURE

The Engineer hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

ARTICLE IX

INDEMNITY

The Engineer agrees to indemnify, and hold harmless the City of Gladstone and its officers, agents, and employees from and against all suits, actions, reasonable attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property to the extent caused by any negligent act, error, or omission of the engineer or its agents or employees. The Engineer is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE X

INSURANCE

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance. Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

Liability Insurance. Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

ARTICLE XI

DISCRIMINATION PROHIBITED

In performing the services required hereunder, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XII

STANDARD OF CARE

Engineer will perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the Services.

ARTICLE XIII

PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Engineer. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Engineer for the exclusive benefit of the Engineer to the extent the City is responsible for such contamination.

ARTICLE XIV

FORCE MAJEURE

Engineer shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Engineer shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Engineer's compensation.

ARTICLE XV

MEANS AND METHODS

ENGINEER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, for failure of the Company to comply with the drawings and specifications, or for safety precautions or programs in connection with the construction work.

ARTICLE XVI

ADMINISTRATION OF AGREEMENT

The City Manager, or his authorized representative, shall administer this Agreement for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Gladstone, Missouri

Engineer: Kaw Valley Engineering, Incorporated

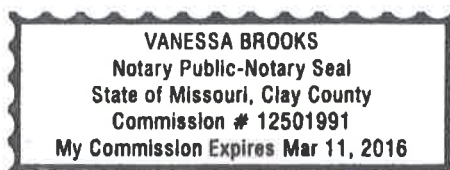
Attest:

By: _____

[Handwritten Signature]

Title: _____

OFFICE MANAGER



Vanessa Brooks

City of Gladstone

Attest:

By: _____

[Handwritten Signature]
Kirk L. Davis; City Manager



Ruth Bocchino

Ruth Bocchino; City Clerk

Reviewed by the legal department: _____

[Handwritten Signature]

Randall Thompson; City Attorney

EXHIBIT A

Scope of Work

General

- Participate in a kickoff meeting.
- Gather pertinent information from the City.
- Conduct on-line public information and survey.
 - Develop specific set of questions to gather input from constituents
 - Focus of study will be based on water quality and customer service
 - Review survey with staff to ensure right questions are being asked
 - Publish the survey using Survey Monkey
 - Market survey through City's website, paper, and social media accounts
 - Tabulate responses, discuss with City Staff and council persons, and use to assist with solutions and recommendations for improving the water system
 - Include survey and results in final report
- Conduct public meetings with two separate neighborhood associations within the Meadowbrook Area.
 - Advertise the meeting and promote with direct mailers/flyers and on the City's website
 - Provide short presentation discussing nature of meeting and input needed from attendees
 - Ask questions, provide responses, and make comments to promote discussion within the meeting
 - Keep notes, track comments, prepare minutes of meeting
 - Chart complaints on water distribution system maps
 - Use information gathered in meeting to assist with solutions and recommendations within the final report
- Conduct a Charrette with City personnel.
- Prepare a written document that describes the existing conditions, proposed improvements, opinions of probable cost, and schedule. Include specific recommendations as to how Gladstone can improve infrastructure to reduce breaks to industry acceptable standards.
- Prepare recommendations with rank based on priority and phased where appropriate.
- Provide necessary figures, exhibits, and maps to supplement the study report.
- Attend meetings to make progress reports and to present the final report.
- Submit the report to the Missouri Department of Natural Resources for review, comment and approval.
- Perform administrative tasks to manage schedule, budget, personnel, and work.

EXHIBIT A

Water Distribution System Model

- Update the water distribution system maps to include water mains replaced, breaks within the past 5-years, and complaints received from customers.
- Update the EPANet water system model from the 2009 report to include recently installed distribution system improvements and pumps.
- Evaluate model against actual pressure measurements taken in the field.
- Evaluate excessive line break areas.
- Perform computer model system scenarios on the water distribution system to determine inefficiencies.
- Evaluate the water storage tank use within the water system. Includes water turn over within the tanks.
- Evaluate using the computer model movement of water and recommend changes to improve efficiency of water movement.
- Prepare “what if” scenarios within the water system model to offer changes to the operation of the water system.
- Evaluate changes in water quality during distribution system and make recommendations for remediation, if necessary.
- Perform an extended analysis to evaluate the calculated water quality within the system over a period of time.

Downtown Development

- Re-evaluate the 2009 Reports proposed improvements for the downtown core for relevancy to the actual improvements taking place.
- Provide alternative system improvements including timing and budgets if needed.

Asset Management

- Review the distribution system map against the hydraulic model to look for trends and areas where problems occur.
- Perform field reviews with City Personnel.
- Work with City personnel to take soil and water samples.
- Soil samples will be used to determine classification and moisture content to help determine presence of corrosive soil.
- Water samples will be used to determine the Iron content, chlorine residual at the respective location, and shown on updated maps.
- Review modification to the pipe system such as sacrificial anodes or replacement of line segments with different material, and/or modify the water movement through valving.
- Reviewing the standard details for waterline installation. Alternative pipe materials and protection of the pipe will be weighed to determine the best option(s) and sustainability for the City of Gladstone.
- Review trench details for opportunity to minimize water travel along the pipes to lower chlorides and to improve quality control on installations.
- Work with the Public Relations and Public Safety Departments to help develop a timely communications process to and from constituents. This will include messages via text, email, and Twitter on top of what is already posted on the City's website and Facebook account.

EXHIBIT A

Owner Supervised Plan

- Assist the City in preparation of a 5-year Owner Supervised Plan that lists proposed distribution system improvements the City can perform as budgets allow.
- Perform hydraulic model simulations showing the existing system and the system with proposed improvements.
- Assist with preparation of construction specifications to include in the OSP.
- Coordinate with the City preparation of the OSP document.
- Submit the OSP to the Missouri Department of Natural Resources for review, comment and approval. Address comments, if any, one time.

Fees for Services

Item	Description	Cost
1.	General	\$12,350
2.	Water Distribution Model	\$12,000
3.	Downtown Development	\$2,100
4.	Asset Management	\$12,050
5.	Owner Supervised Plan	\$3,500
	Total	\$42,000

Expenses will be at cost in addition to the above fee. Expenses include shipping/handling, postage, advertisement, printing, research materials, laboratory tests, etc. Estimated expenses are \$350.00.