

RESOLUTION R-22-60

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH COOK, FLATT & STROBEL ENGINEERS, INCORPORATED IN THE TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR THE DESIGN OF THE LINDEN CONNECTOR TRAIL, PROJECT TP2373.

WHEREAS, City staff issued a Request for Proposals (RFP) to design the Linden Connector Trail from the Northland Innovation Center located at 6889 North Oak Trafficway to the intersection of Missouri Route 1 and Northeast 68th Street; and

WHEREAS, a total of two proposals were received and staff selected Cook, Flat & Strobel Engineers, Incorporated to begin contract negotiations.

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 enter into a professional services contract with Cook, Flatt & Strobel Engineers, Incorporated in the total amount not to exceed \$60,000.000 for the design of the Linden Connector Trail.


FURTHER, THAT, funds for such purpose are programmed in the TST Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF NOVEMBER 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES # R-22-60

BILL # City Clerk Only

ORD # City Clerk Only

Date: 11/21/2022

Department: Public Works

Meeting Date Requested: 11/28/2022

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Contract Award, Project TP2373, Linden Connector Trail Design

Background:

The Linden Connector Trail is a proposed east-west trail through Gladstone from the Northland Innovation Center at 6889 N. Oak Trafficway to the intersection of Missouri Route 1 and NE 68th Street. The proposed trail will include a combination of on-street and off-street facilities as shown on the attached map. Construction of the proposed project will be partially offset with a \$475,000 grant through the Federal Transportation Alternatives program.

City staff issued a Request for Proposals (RFP) to design the improvements and received responses from Cook, Flatt & Strobel (CFS) Engineers, Incorporated and VSM Engineering. Staff selected CFS Engineers to begin contract negotiations.

Budget Discussion: Funds are programmed in the TST Fund.

Public/Board/Staff Input: CFS Engineers has performed work for the City in the past including the design of Phase 2 of the Rock Creek Greenway Trail. Staff recommends that the City execute a professional services contract with CFS Engineers in the total amount not to exceed \$60,000.00.

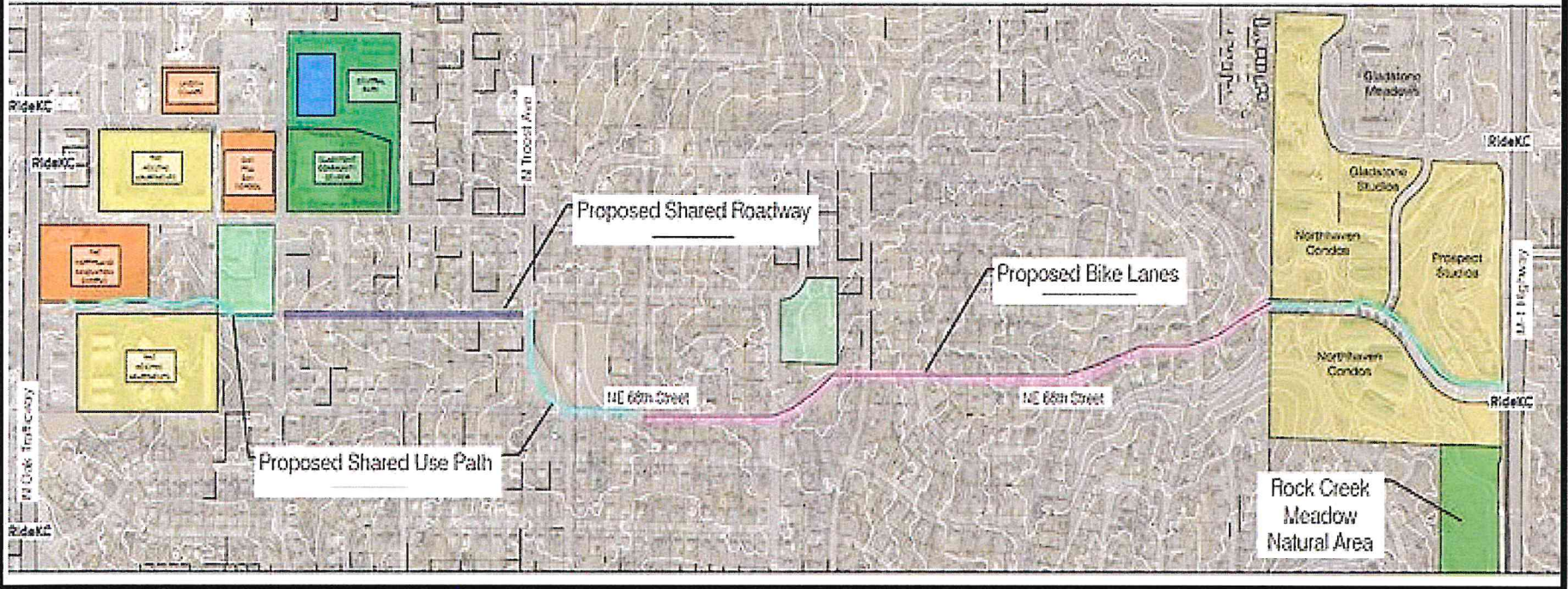
Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

SW
City Manager

Plan



**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
LINDEN CONNECTOR TRAIL DESIGN
PROJECT# TP2373**

THIS AGREEMENT, made and entered into this December day of 8, 2022, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Cook, Flat, and Strobel Engineers, 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

Design of a bicycle/pedestrian trail consisting of a combination of off-street and on-street facilities from N. Oak Trafficway at NE 69th Street to approximately Missouri Route 1 and NE 68th Street. Refer to Exhibit A for a breakdown of specific tasks.

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.

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 and Schedule.**

- 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 \$60,000.00.
- b) **Payment Schedule for Compensation.** The Compensation 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.
- c) **Project Schedule.** The City plans to construct the project in FY24 which begins on July 1, 2023.

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. Construction administration is not included in this contract but may be added at a later date.

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.
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, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

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, 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 arising out of or resulting from 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. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Engineer's failure to meet such standards and the City has notified the Engineer in writing of any such error within that period, the Engineer shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

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

WORKER AUTHORIZATION

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement.

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.

Engineer

Cook, Flatt & Strobel Engineers, Incorporated

By:  Sabin Yanez
Title: Senior Vice President


Attest:

 Carrie Roberts
Senior Administration

City of Gladstone

Attest:

By: 
Scott Wingerson; City Manager


Kris Keller; City Clerk

Reviewed by the legal department:



Chris Williams; City Attorney

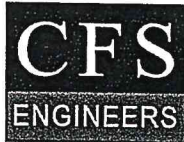
Exhibit A



Linden Connector Trail in Gladstone, MO

Design Phase										
Task	Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Licensed Surveyor	Survey Crew (1 Person)	Drilling Crew (2 Person)	Geotechnical Technician	Total Hours
1.0 Project Exploration										
1.1 Project Meetings	1	10								11
1.2 Site Visit		4		4	4					12
1.3 Public Engagement Support		4		4						8
1.4 Limited Survey / Set Survey Control		1					24			25
Sub-Total Hours	1	19	0	8	4	0	24	0	0	56
Hourly Rates	\$251.00	\$200.00	\$179.00	\$153.00	\$108.00	\$153.00	\$153.00	\$286.00	\$92.00	-
Sub-Total	\$251.00	\$3,800.00	\$0.00	\$1,224.00	\$432.00	\$0.00	\$3,672.00	\$0.00	\$0.00	\$9,379.00
2.0 Trail Design Documents										
2.1 30% Plans & Cost Estimate		8		40	40					88
2.2 60% Plans & Cost Estimate		8		40	40					88
2.3 Pre-Fab Pedestrian Bridge Criteria and FEMA No-Rise Certification		2	24	40						66
2.4 Trail Easement Legal Description & Exhibit		1				8				9
2.5 Final Plans & Cost Estimate	1	8		40	46					95
Sub-Total Hours	1	27	24	160	126	8	0	0	0	346
Hourly Rates	\$251.00	\$200.00	\$179.00	\$153.00	\$108.00	\$153.00	\$153.00	\$286.00	\$92.00	-
Sub-Total	\$251.00	\$5,400.00	\$4,296.00	\$24,480.00	\$13,608.00	\$1,224.00	\$0.00	\$0.00	\$0.00	\$49,259.00
Total	\$502.00	\$9,200.00	\$4,296.00	\$25,704.00	\$14,040.00	\$1,224.00	\$3,672.00	\$0.00	\$0.00	\$58,638.00

Construction Phase										
Task	Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Licensed Surveyor	Survey Crew (1 Person)	Drilling Crew (2 Person)	Construction Technician	Total Hours
3.0 Construction Administration										
3.1 Pre-Construction Meeting		4								4
3.2 Shop Drawing Review		2		8						
3.3 Geotechnical Borings for Bridge Abutments		1		24				16		
3.4 Site Visit to Verify Bearing Capacity		1							4	5
3.5 Site Visit to Verify Steel Cage for Abutments		1							4	5
3.6 Survey Staking		1					16			
3.7 Limited Construction Observation of Trail		1		18						19
3.8 Limited Construction Observation of Pre-Fab Pedestrian Bridge		1		24						25
Sub-Total Hours	0	12	0	74	0	0	16	16	8	126
Hourly Rates	\$251.00	\$200.00	\$179.00	\$153.00	\$108.00	\$153.00	\$153.00	\$286.00	\$92.00	-
Sub-Total	\$0.00	\$2,400.00	\$0.00	\$11,322.00	\$0.00	\$0.00	\$2,448.00	\$4,576.00	\$736.00	\$21,482.00



Fee Proposal for Professional Services
Linden Connector Trail in Gladstone, MO

SUMMARY

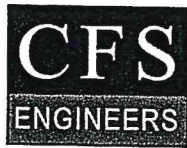
EXPENSES

Design Phase		
O&E Reports	2 Total at \$500 each	\$1,000.00
Printing	Public Engagement Exhibit Boards and Plots	\$39.00
Mileage	12 Trips	\$323.00
TOTAL		\$1,362.00
Construction Phase		
Mileage	19 Trips	\$518.00
TOTAL		\$518.00



SALARY RATES

CLASSIFICATION	CURRENT RATE
Principal	\$251.00
Project Manager	\$200.00
Senior Engineer	\$179.00
Engineer	\$153.00
Intern Engineer	\$108.00
Senior Technician	\$108.00
Design Technician	\$92.00
Junior Technician	\$75.00
Licensed Surveyor	\$153.00
Survey Crew (2 person)	\$199.00
Survey Crew (1 person)	\$153.00
Drilling Crew (2 person)	\$286.00
Construction Technician	\$92.00



Fee Proposal for Professional Services
Linden Connector Trail in Gladstone, MO

SUMMARY

Design Phase

Total Direct Salary Costs	\$58,638.00
Direct Non-Payroll Costs	\$1,362.00
Total Proposed Fee	<u>\$60,000.00</u>

Construction Phase

Total Direct Salary Costs	\$21,482.00
Direct Non-Payroll Costs	\$518.00
Total Proposed Fee	<u>\$22,000.00</u>

