

RESOLUTION NO. R-14-04

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH WALTER P. MOORE AND ASSOCIATES, INCORPORATED IN AN AMOUNT NOT TO EXCEED \$629,840.00 FOR THE PLEASANT VALLEY ROAD IMPROVEMENTS PROJECT.

WHEREAS, the "Pleasant Valley Road Improvements Study" was completed in 2004 and recommended improvements to Pleasant Valley Road within both Gladstone and Kansas City; and

WHEREAS, Gladstone and Kansas City were awarded \$3.825-million from the Federal Surface Transportation Program for the construction of improvements to Pleasant Valley Road from North Indiana Avenue in Gladstone to North Brighton Avenue in Kansas City; and

WHEREAS, Gladstone was identified as the lead agency in the funding application and will manage the design of the project; and

WHEREAS, the consulting firm of Walter P. Moore and Associates, Incorporated was selected by representatives of Gladstone and Kansas City to provide design and construction administration services for the project.

WHEREAS, the contract with Walter P. Moore and Associates, Incorporated is in an amount not to exceed \$579,580.00 for the Basic Fee and \$50,260.00 for bidding and construction administration services; and

WHEREAS, funds for this purpose are authorized from the City of Gladstone Transportation Fund and from the City of Kansas City, Missouri pursuant to a Cooperative Agreement between the cities for Pleasant Valley Road improvements.

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

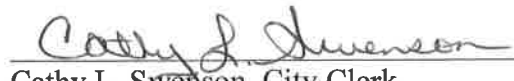
THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Walter P. Moore and Associates, Incorporated for professional engineering services for City Project No. TP1411 in an amount not to exceed Six Hundred and Twenty-Nine Thousand, Eight Hundred and Forty Dollars and 00/100, (\$629,840.00);

FURTHER, THAT, funds for such purpose shall be provided by the City of Kansas City, Missouri pursuant to a Cooperative Agreement between the Cities and also from the TST Fund.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY
OF GLADSTONE, MISSOURI THIS 13TH DAY OF JANUARY, 2014.**


Jean B. Moore, Mayor

Attest:


Cathy L. Swenson, City Clerk



1404

Department of Public Works Memorandum



DATE: January 5, 2014
TO: Kirk L. Davis, City Manager
FROM: Timothy A. Nebergall, Director of Public Works *TAN*
RE: Design and Construction Administration Contract with Walter P. Moore and Associates, Incorporated for Pleasant Valley Road – N. Indiana Avenue to N. Brighton Avenue

Gladstone and Kansas City, MO were awarded \$3.825-million from the Federal Surface Transportation Program to construct improvements to Pleasant Valley Road from N. Indiana Avenue to N. Brighton Avenue. Gladstone was identified as the lead agency in the funding application and will manage the design of the project.

On June 24, 2013, a joint Request for Proposal (RFP) was issued requesting qualifications from consultant teams to assist in the design of the improvements. The RFP included a combined Disadvantaged Minority Business Enterprise (MBE) and Disadvantaged Women Business Enterprise (WBE) requirement of 10%. Eight (8) consulting firms responded to the RFP and the top three (3) were asked to interview.

Based upon the information collected through the RFP process, it was the recommendation of the selection committee to begin contract negotiations with Walter P. Moore and Associates, Incorporated. The Walter P. Moore team consists of the following firms:

- Shockey Consulting – Public Engagement/KCMO WBE
- McCurdy Engineers – Traffic Engineering/KCMO WBE
- Custom Engineering – Street Lighting/KCMO MBE
- Lovelace & Associates – Surveying/KCMO MBE
- Confluence – Landscape/Streetscape
- Terracon - Geotechnical Engineering

Based upon all the available information, staff is recommending that the City of Gladstone award a time and materials contract to Walter P. Moore and Associates, Incorporated in the amount of \$629,840 for design and construction administration services. The contract breakdown is as follows:

• Design Services (Gladstone):	\$315,733 (Time and Materials)
• Design Services (Kansas City):	\$263,847 (Time and Materials)
• Construction Administration (Combined):	<u>\$50,260</u> (Time and Materials)
	\$629,840

The proposed contract includes the development of design plans, specifications, and right-of-way documents to City and MoDOT standards, utility relocation coordination, regulatory permitting, an extensive public engagement process that includes meetings with key stakeholders, two (2) public meetings, and the development of a 3D model to aid in visualizing the proposed improvements, and assistance with bidding, shop drawing review, and construction inspection assistance as needed. The MBE/WBE participation on the project is estimated to be approximately 21%.

The current estimated construction cost for each City is summarized below.

• Gladstone:	\$3,500,000
• Kansas City:	<u>\$2,500,000</u>
	\$6,000,000

Funding for the design and construction of the improvements in Gladstone is budgeted in the TST fund. A separate cooperative agreement with Kansas City will be required to fund their portion of the construction. Please note that design services are not eligible for Federal reimbursement on this project.

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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January 2014, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Walter P. Moore and Associates, Inc., 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. Pleasant Valley Road Improvements – N. Indiana to N. Brighton
City Project No. TP1411
Federal Project No. STP-3323(407)

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 Attachment 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 as expeditiously as is consistent with the Standard of Care, 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 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.

- a) As compensation for Basic Services as described in Attachment 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 \$579,580. The Basic Fee for bidding and construction administration services shall not exceed \$50,260. The total contract amount for all services shall not exceed \$629,840.
 - 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.

2.9. Public Relations *[Shockey and WPM]*

2.9.1 Schedule and conduct interviews with individual stakeholders during the development of the preliminary design to gather input on the proposed improvements. The stakeholders will include the Carriage Hills Home Owner's Association and St. Andrews the Apostle Church and School. Meetings with other stakeholders will be considered as additional services. *[WPM only]*

2.9.2 One public meeting, in the form of an open house, will be scheduled and conducted during the Preliminary Design Development. The time and place for the meeting will be arranged by the City. The meeting involves the following tasks: *[Shockey and WPM]*

- Meet with City to identify needs and objectives.
- Prepare meeting agendas.
- Prepare meeting materials, including exhibits and preliminary plans (showing right-of-way taking and easements).
- Create meeting announcements and distribution list.
- Distribute meeting announcements and publicize meeting.
- Manage logistics.
- Facilitate and staff public meeting.
- Prepare and distribute meeting summaries.
- Attend debrief meetings with City.

2.10. Coordination of Utility Relocations *[WPM]*

2.10.1 Submit City of Kansas City Standard Utility Notice No. 2 along with preliminary plans to utility companies.

2.10.2 Conduct a Utility Relocation Meeting with representatives of franchised utility companies that have lines along the project.

2.11. Deliverables for Preliminary Plan Development *[WPM]*

2.11.1 For review by the Cities of Gladstone and Kansas City:

- Eight (8) 11" x 17" bond sets

2.11.2 For MoDOT, after approval from Cities of Gladstone and Kansas City:

- Five (5) 11" x 17" bond sets
- NPDES permitting documents
- Completed checklist

2.11.3 For the Cities of Gladstone and Kansas City, after approval of Preliminary Plans:

- One (1) CD with plans as .tif files
- Probable cost of construction as an .xls file

- 2.13.2** Field Check to be performed with representatives of the Consulting Engineer, City of Gladstone and City of Kansas City at the project site with appropriate detailed plans.

2.14. Permitting [WPM]

- 2.14.1** Since a National Environmental Policy Act ("NEPA") classification has not been given yet for this project, environmental permitting and analysis required as a result are excluded from the scope of services and will be considered as additional services.

- 2.14.2** NPDES permitting by the Missouri Department of Natural Resources ("MoDNR"): Consultant will complete the technical portions of the application and provide to City to complete and submit.

TASK 3: FINAL DESIGN DEVELOPEMENT

This task shall include final plans which will include all of the following: street design, box culvert design, storm sewer design, street lighting, traffic signalization, completion of utility coordination, a public relations effort, completing easement and acquisition requirements, and the completion of technical specifications.

3.1 Final Roadway and Storm Drainage Design [WPM]

3.1.1 Prepare final plans and specifications:

- Cover Sheet
- Typical Sections
- Pavement design
- Subsurface drainage design
- Surface drainage design
 - Drainage area maps
 - Pavement spread calculations
 - Inlet and other structure design calculations
 - Hydraulic grade calculations
- Permanent stormwater BMPs detailed
- Plan and profile sheets
 - Plan scale: 1" = 20'
 - Profile scale: H = 1" = 20'; V = 1" = 5'
- Cross sections every 25-feet and at all driveways and intersections
- Length of tapers and storage lengths for turn lanes, if applicable
- Intersection layouts and details
 - N Brighton and Pleasant Valley Road
 - Roundabout at N Antioch and Pleasant Valley Road
 - Cul-de-sac at NE 64th Street
- Sidewalk ramp details
- Roadway and storm details
- Erosion control plans meeting MoDOT and NPDES requirements

- Circuit information with control center locations

3.5.2 Develop final opinion of probable construction cost for street lighting.

3.6 Permanent Pavement Markings and Signage [McCurdy]

3.6.1 Prepare final plans and specifications:

- Pavement marking and signing layout
- Pavement marking and signing quantities

3.6.2 Develop final opinion of probable construction cost for pavement markings and signage.

3.7 Construction Phasing and Traffic Control [McCurdy]

3.7.1 Prepare final plans and specifications:

- Detour plans (3 phases assumed)
- Temporary traffic control
- Temporary traffic control details

3.7.2 Develop final opinion of probable construction cost for temporary traffic control.

3.8 Public Relations [Shockey and WPM]

3.8.1 Consultant will prepare a visualization model depicting the completed project to present to the public. The visualization model includes developing a 3D model of the project area and then creating a video flythrough along the proposed roadways.

3.8.2 One public meeting, in the form of an open house, will be scheduled and conducted to present the final design plans. The time and place for the meeting will be arranged by the City. The meeting involves the following tasks:

- Meet with City to identify needs and objectives.
- Prepare meeting agendas.
- Prepare meeting materials, including exhibits and final plans.
- Create meeting announcements and distribution list.
- Distribute meeting announcements and publicize meeting.
- Manage logistics.
- Facilitate and staff public meeting.
- Prepare and distribute meeting summaries.
- Attend debrief meetings with City.

3.8.3 A Final Report will be prepared summarizing the public outreach activities.

4.1.5 Assist the City in analyzing bids and making recommendation for award of the construction contract.

4.1.6 Arrange for, attend, and prepare meeting minutes for a pre-bid conference.

4.1.7 Attend a pre-construction conference with City representatives, the successful bidder, and utility companies.

4.1.8 Deliverables for bidding purposes:

- One (1) mylar copy 22" x 34" plans
- Five (5) 11" x 17" bond sets of final plans
- Five (5) hardcopies of Project Manual
- One (1) hardcopy of Opinion of Probable Construction Cost
- One (1) electronic copy of .tif plans
- Project Manual as a .doc file
- Opinion of Probable Construction Cost in an .xls file
- Permitting documents on CD

4.2 Limited Construction Observation Services [WPM, Confluence, McCurdy, Custom]

4.2.1 Be available for discussion and consultation during the construction phase, but full-time construction observation will be the responsibility of the City of Gladstone and/or the City of Kansas City.

4.2.2 Review shop drawings and be available for consultation with the City during construction.

4.2.3 Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.

4.2.4 Prepare final record drawings which reflect:

- All change orders
- Minor design changes
- Changes made in the field by City representatives and are marked on the construction plan set.
- Submit updated CAD drawings and TIFF images of the revised sheets.

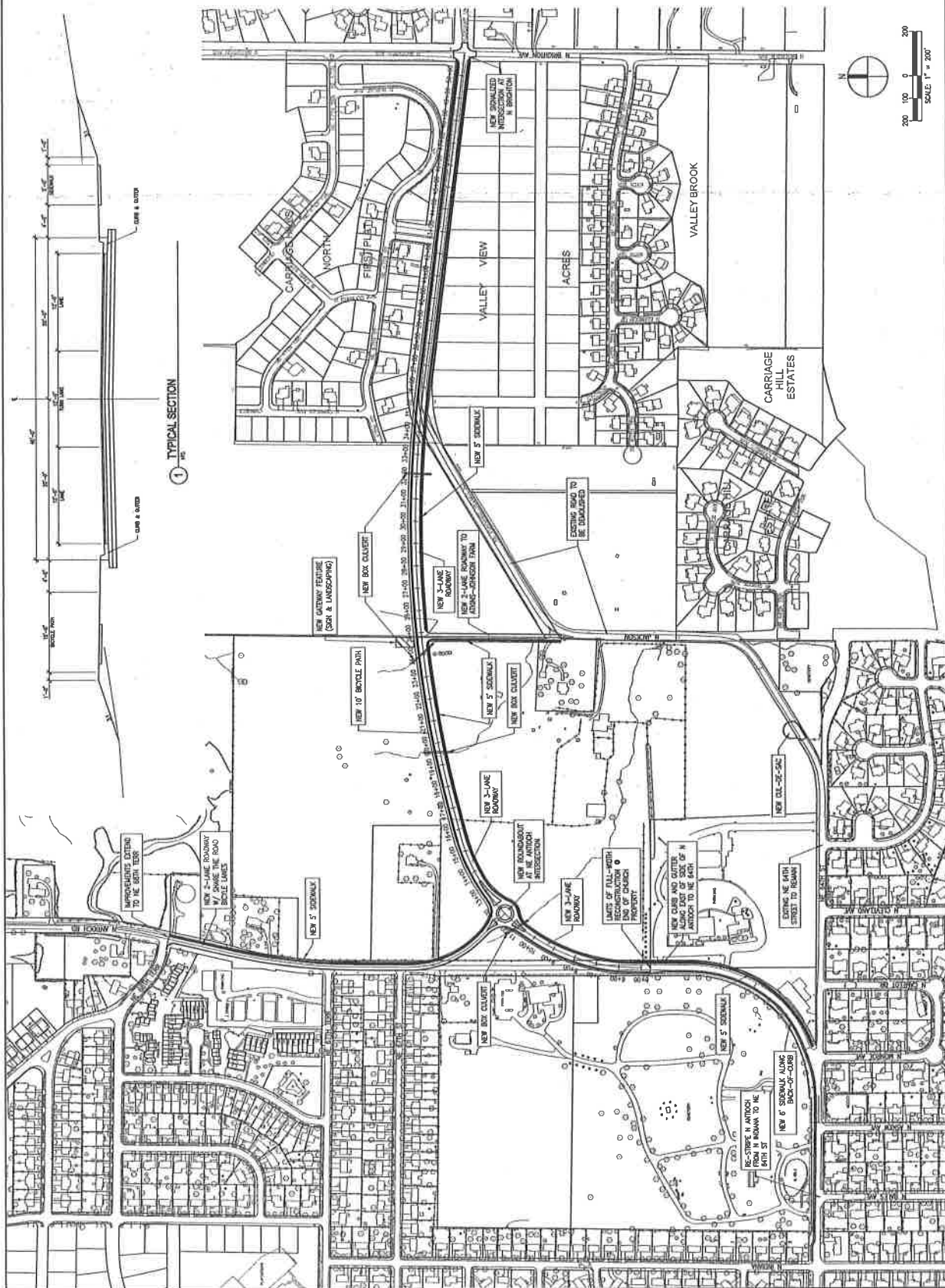
4.2.5 Attend construction progress meetings as directed by the City. A total of twelve (12) progress meetings are included in our fee.

Completion time:

The Consulting Engineer hereby agrees to complete preliminary plans suitable for a public information meeting including easement and right-of-way descriptions and drawings (Task 2) by March 1, 2015 and to complete all work necessary to and including preparation of final plans (Task 3) by September 1, 2015.

WALTER P. MOORE AND ASSOCIATES, INC.
929 MAIN STREET, TENTH FLOOR
KANSAS CITY, MISSOURI 64105-2008
MOORE: 816-733-2100 FAX: 816-733-2000

EXHIBIT A
PLEASANT VALLEY ROAD
OVERALL PRELIMINARY
SITE PLAN



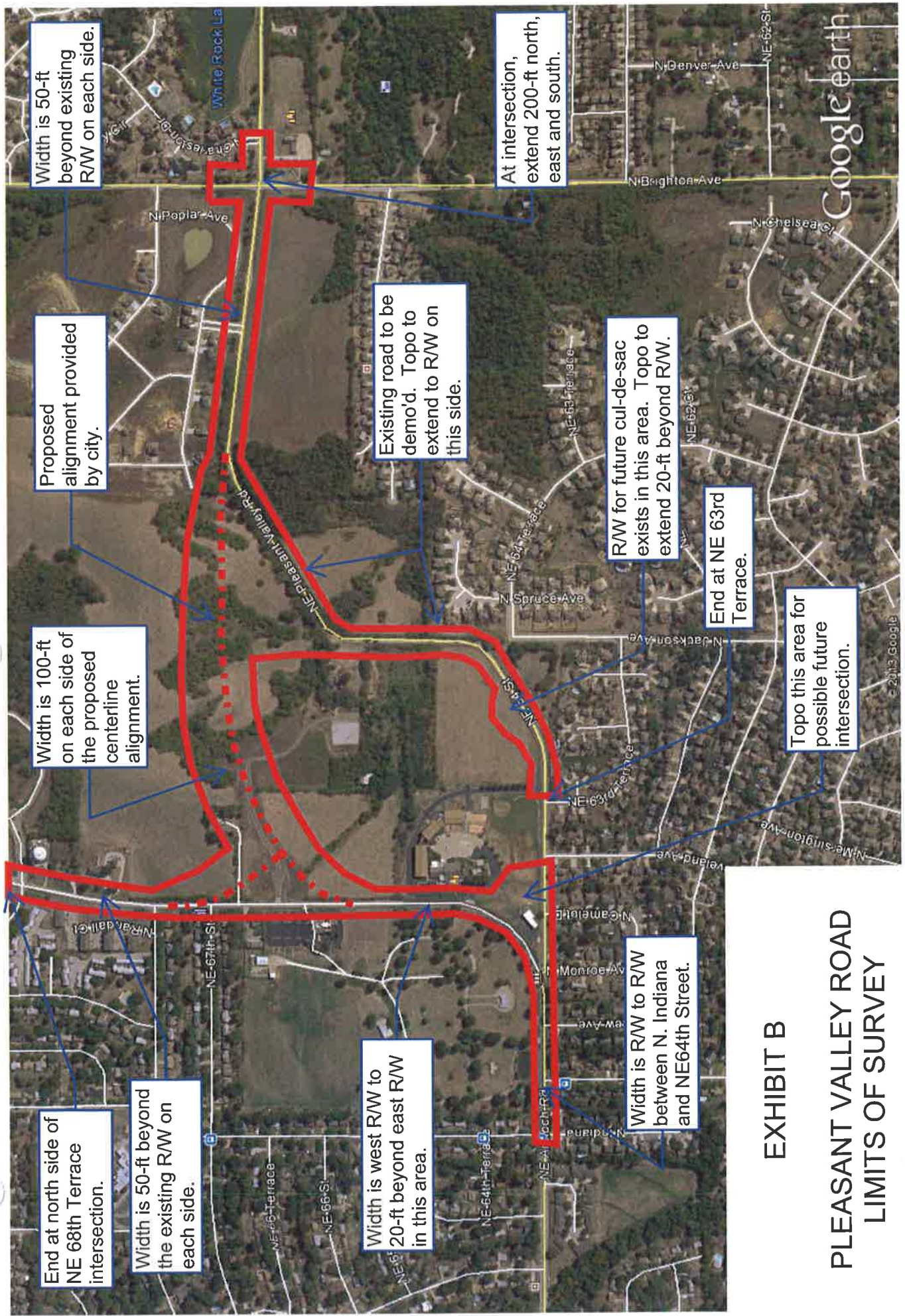


EXHIBIT B

PLEASANT VALLEY ROAD

LIMITS OF SURVEY