

RESOLUTION NO. R-14-81

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH WILSON AND COMPANY, INCORPORATED, ENGINEERS AND ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$49,500.00 FOR THE PREPARATION OF A STORMWATER MASTER PLAN UPDATE.

WHEREAS, the City of Gladstone completed a Stormwater Master Plan in 1999; and

WHEREAS, the development Stormwater Master Plan Update 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 Wilson and Company, Incorporated, Engineers and Architects is in an amount not to exceed \$49,500.00; and

WHEREAS, funds for this purpose are authorized from the City of Gladstone Capital Improvements Sales Tax 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 Wilson and Company, Incorporated, Engineers and Architects for a Stormwater Master Plan Update in an amount not to exceed Forty Nine Thousand, Five Hundred Dollars and 00/100, (\$49,500.00);


FURTHER, THAT, funds for such purpose shall be provided from the Capital Improvements Sales Tax 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



DATE: November 19, 2014
TO: Kirk L. Davis, City Manager
FROM: Timothy A. Nebergall, Director of Public Works *TN*
RE: Design Contract with Wilson and Company, Incorporated, Engineers & Architects
Stormwater Master Plan Update

In October of 1999, Black and Veatch completed the City's Stormwater Master Plan. The study identified nearly 50 projects and approximately \$18M in improvements. Since that time, the City has completed over 30 projects identified in the plan and continues to place a major emphasis on stormwater.

The City Council recently identified a stormwater master plan update 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 update. Four (4) consultant teams responded to the RFP:

- CFS Engineers
- Kaw Valley Engineering
- Walter P. Moore
- Wilson & Company, Incorporated, Engineers & Architects

Based upon the information collected through the RFP process, it was the recommendation of the selection committee to begin contract negotiations with Wilson & Company, Incorporated, Engineers & Architects. 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 stormwater master plan and citizen inquiry record system, two (2) meetings with maintenance crews and other City staff, and the field review of forty (40) project locations throughout the City. Citizen engagement is a large component of the study. The consultant is recommending the use of online survey tools such as survey monkey, two (2) City-wide public meetings, two (2) meetings with neighborhood associations, and a formal presentation to the City Council.

Upon completion of the data collection process, the consultant will develop a priority list of projects that accounts for factors such as building flooding, street flooding, erosion, and cost. Stormwater Best Management Practices (BMPs) will be incorporated where feasible.

Based upon all of the available information, staff is recommending that the City of Gladstone award a design contract to Wilson & Company, Incorporated, Engineers & Architects, in an amount not to exceed \$49,500. Funding for the study is budgeted in the CIST.

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

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
STORMWATER MASTER PLAN UPDATE**

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 Wilson & Company, Incorporated, Engineers & Architects, 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. Stormwater Master Plan Update

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 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 Attachment A shall be completed no later than June 26, 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 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 \$49,500 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, 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. 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

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: Wilson & Company, Incorporated, Engineers & Architects

Attest:

By:

Title:

James Tansun
Transportation Planning Manager

City of Gladstone

By:

Kirk L. Davis
Kirk L. Davis; City Manager

Attest:



Ruth Bocchino

Ruth Bocchino; City Clerk

Reviewed by the legal department:

Randall Thompson
Randall Thompson; City Attorney

ATTACHMENT A

Scope of Services

General Scope of Services

The purpose of this contract is to provide professional engineering services to prepare an update to the City of Gladstone's existing Stormwater Master Plan. The objective of the project is to develop a revised project priorities plan with recommended improvements, location maps, cost estimates.

Detailed Scope of Services

Task 1 – Public Involvement

- 1.1 On-Line Surveys: The Consultant will conduct an on-line survey utilizing Survey Monkey. The link to the project survey would be provided on the City's website and will be advertised in utility bills and/or the free community newspaper. Feedback received from survey respondents can augment the public meetings. The City will be responsible for printing survey advertisements to be included in utility bills.
- 1.2 Neighborhood/HOA Meetings: The Consultant will provide two (2) representatives and will attend two (2) Neighborhood/HOA meetings. It is anticipated that City representatives will attend all remaining HOA meetings to gather project data. The Consultant will provide the City with the informational handouts, questionnaires, and display boards required for the meetings. If the City requests the consultant to attend more than two (2) meetings, this effort will be negotiated as an additional service.
- 1.3 Open House Meetings: The Consultant will provide two (2) representatives and will attend two (2) Open House meetings to gather data regarding potential project locations. The Consultant will provide informational handouts, questionnaires, and display boards required for the meetings.
- 1.4 Survey/questionnaire results will be compiled on a GIS map to identify potential project locations and areas of concern.

Task 2 – Data Collection and Field investigations

- 2.1 Review existing reports and data including the existing Stormwater Master Plan to determine which projects previously identified as priorities have been completed, which projects are still valid, and if any new/additional projects need to be investigated.
- 2.2 Review records from the City's resident inquiry system (Civical) to identify potential projects related to stormwater.

- 2.3 Two (2) meetings will be held with the City's maintenance crews. The first meeting will be held prior to the field investigations to review potential projects and the second will be held after to field investigations to discuss the findings.
- 2.4 A field review will be conducted for each potential project location as identified from public meetings, City staff meetings, and records review to determine project validity, and potential improvements alternatives. It is anticipated that forty (40) project locations will be reviewed throughout the City. Field investigations will be documented with photographs and maps.
- 2.5 A concept level recommended improvement alternative will be developed for each project location based on the previous data gathered and the field investigations. Peak discharges will be calculated in accordance with the City's design criteria for the required design storm. Recommended alternatives will include locations and sizes of inlets, pipes, channels, etc. Project maps will be prepared using the City's GIS data to graphically identify proposed improvements.
- 2.6 Review each project location for the opportunity to implement BMP's. The MARC BMP Manual criteria will be used to evaluate BMP suitability for the anticipated locations. General rules-of-thumb will be used to estimate BMP size and extent and identify site-specific constraints.
- 2.7 Budgetary construction cost estimates will be prepared for each project location using recent bid tabs from the City of Gladstone and surrounding communities.
- 2.8 Each project will be prioritized based on a priority rating systems that accounts for building flooding, street flooding, erosion, and cost. The rating system will generally follow that of the existing stormwater master plan.
- 2.9 A draft report documenting the data prepared for each project location will be prepared and submitted to the City for review.
- 2.10 Review the draft report with City Staff and revised the report based in input received during the review. The final report will be presented to the Gladstone City Council at a regularly scheduled meeting. Ten (10) colored copies of the final Stormwater Master Plan update will be submitted upon approval by the City. The final report will be bound into a 3-ring binder.

Task 3 – Project Administration

- 3.1. Prepare Project Work Plan (PWP): Prepare a Project Work Plan (PWP) that will cover the methodology used for the project, the community outreach program, and other pertinent information that will affect the development of the alignment options and schedule. Other members of the Consultant Team will assist in the preparation of this document.

- 3.2. This task will include coordination of the Consultant's project team, preparation of the monthly progress reports to the City, and providing timely response to the City from the Project Manager.

City Responsibilities

1. City will provide the City standard design criteria for the design of storm drainage systems to the Consultant.
2. City will provide the City standard details to the Consultant for use in the project.
3. City will provide all available GIS data.
4. City will provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
5. City will notify the community of any public meetings.
6. City shall provide the facilities for all public meetings.
7. City will provide any recent bid tabs to assist in the development of the opinion of probable costs.
8. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
 - a. Changes in the scope, extent, or character of the project.
 - b. Revisions to the project when inconsistent with previous approvals or instructions by the City.
 - c. Updating reports to reflect development that has occurred after the improvements have been identified.

Project: Stormwater Master Plan Update
 By: JCKlaudt
 Date: October 31, 2014
 Client: Gladstone, MO
 Notes: Stormwater Master Plan Update

Fee Reviewed by
 Date:

ATTACHMENT A
 FEE ESTIMATE WORKSHEET



TASK I.D.	WORK TASK DESCRIPTION	TASK CODE CLASSIFICATION	TITLE	LABOR COST	P5 Project Manager \$166.00	P3 Project Engineer \$104.00	SP4 Sr. Planner \$99.00	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
TASK 01 - PUBLIC INVOLVEMENT											
1.1	On-Line Surveys				2		8	10.00	\$ 1,124.00	\$ -	\$ 1,124.00
1.2	Neighborhood/HOA Meetings				4		12	16.00	\$ 1,852.00	\$ 151.80	\$ 2,003.80
1.3	Open House Meetings				4		12	16.00	\$ 1,852.00	\$ -	\$ 1,852.00
1.4	Survey Results						4	4.00	\$ 396.00	\$ -	\$ 396.00
	Subtotal				10	0	36	46.00	\$ 5,224.00	\$ 151.80	\$ 5,375.80
TASK 02 - DATA COLLECTION AND FIELD INVESTIGATIONS											
2.1	Review Existing Reports				2	4		6.00	\$ 748.00	\$ -	\$ 748.00
2.2	Review Civicall Records				1	4		5.00	\$ 582.00	\$ -	\$ 582.00
2.3	Maintenance Crew Meetings				4	6		10.00	\$ 1,288.00	\$ -	\$ 1,288.00
2.4	Field Review (40 Project Locations)				8	60		68.00	\$ 7,568.00	\$ 250.00	\$ 7,828.00
2.5	Improvement Alternative Development (40 Project Locations)				16	120		136.00	\$ 15,136.00	\$ -	\$ 15,136.00
2.6	BMP Review				4	40		44.00	\$ 4,824.00	\$ -	\$ 4,824.00
2.8	Cost Estimates				4	20		24.00	\$ 2,744.00	\$ -	\$ 2,744.00
2.9	Project Prioritization				2	20		22.00	\$ 2,412.00	\$ -	\$ 2,412.00
2.10	Draft Report				4	16		20.00	\$ 2,328.00	\$ 27.50	\$ 2,355.50
2.11	Review Meeting, Final Report, Council Presentation				8	24		32.00	\$ 3,824.00	\$ 58.70	\$ 3,882.70
	Subtotal				53	314	0	367.00	\$ 41,454.00	\$ 346.20	\$ 41,800.20
TASK 03 - PROJECT ADMINISTRATION											
3.1	Project Work Plan				2			2.00	\$ 332.00	\$ -	\$ 332.00
3.2	Project Coordination and Reporting				12			12.00	\$ 1,992.00	\$ -	\$ 1,992.00
	Subtotal				14	0	0	14.00	\$ 2,324.00	\$ -	\$ 2,324.00
TOTALS											
					77	314	36	427.00	\$ 49,002.00	\$ 498.00	\$ 49,500.00

Project: Stormwater Master Plan Update
 By: JCKlaudi
 Date: October 31, 2014
 Client: Gladstone, MO
 Notes: Stormwater Master Plan Update

Fee Reviewed by:
 Date:

ATTACHMENT A
ESTIMATED EXPENSES



TASK I.D.	WORK TASK DESCRIPTION	EXPENSE:	UNIT:	UNIT COST:	3010 Letter Copy - B&W Each \$0.05	3085 24" x 36" Foam Core Board Each \$13.95	7010 Passenger Vehicle Mile \$0.80	Misc. Expenses Unit \$1.00	EXPENSE EFFORT TOTAL (\$)
TASK 01 - PUBLIC INVOLVEMENT									
1.1	On-Line Surveys					4.00	120.00		151.80
1.2	Neighborhood/ROA Meetings								
1.3	Open House Meetings								
	Subtotal				0.00	4.00	120.00	0.00	151.80
TASK 02 - DATA COLLECTION AND FIELD INVESTIGATIONS									
2.1	Review Existing Reports								
2.2	Review Civil Records								
2.3	Maintenance Crew Meetings								
2.4	Field Review (40 Project Locations)						300.00	20.00	260.00
2.5	Improvement Alternative Development (40 Project Locations)								
2.6	BMP Review								
2.7	Environmental Review								
2.8	Cost Estimates								
2.9	Project Prioritization				150.00			20.00	27.50
2.10	Draft Report				450.00			35.20	58.70
2.11	Review Meeting, Final Report, Council Presentation				600.00	0.00	300.00	75.20	345.20
	Subtotal								
TASK 03 - PROJECT ADMINISTRATION									
3.1	Project Work Plan								
3.2	Project Coordination/ and Reporting				0.00	0.00	0.00	0.00	
	Subtotal								
UNIT TOTALS					600.00	4.00	420.00	76.20	
EXPENSE TOTALS					\$30.00	\$55.80	\$336.00	\$76.20	\$498.00