RESOLUTION NO. R-14-82

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 \$27,730.00 FOR THE PREPARATION OF A SIDEWALK MASTER PLAN.

WHEREAS, the Gladstone City Council has identified sidewalks as an essential component of the City's capital improvements program; and

WHEREAS, the development of a Sidewalk 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 Wilson and Company, Incorporated, Engineers and Architects is in an amount not to exceed \$27,730.00; and

WHEREAS, funds for this purpose are authorized from the City of Gladstone Transportation 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 Sidewalk Master Plan in an amount not to exceed Twenty Seven Thousand, Seven Hundred and Thirty Dollars and 00/100, (\$27,730.00);

FURTHER, THAT, funds for such purpose shall be provided from the Transportation 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

Ruth E Bocchino



Department of Public Works Memorandum



DATE:

November 19, 2014

TO:

Kirk L. Davis, City Manager

FROM:

Timothy A. Nebergall, Director of Public Works

RE:

Design Contract with Wilson and Company, Incorporated, Engineers & Architects

Sidewalk Master Plan

The City of Gladstone recently issued a Request for Proposal (RFP) for consultant teams to assist in the development of a sidewalk master plan. 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 and 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 the development of project management team comprised of a representative from Community Development, Public Safety, and Public Works. This team will be responsible for identifying and prioritizing key project areas such as downtown, commercial areas, schools, and major street corridors. The scope also calls for the consultant to review the City's ten (10) signalized intersections for potential pedestrian upgrades including ramps and signals.

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 interested neighborhood associations, and a formal presentation to the City Council.

Upon completion of the data collection process, the consultant will develop a sidewalk network map, prioritize a 5-year sidewalk plan, and prepare planning level cost estimates for all projects. In addition, staff has requested detailed cost estimates for the installation of sidewalks on NE 76th Street between N. Troost and N. Woodland and on NE 72nd Street between N. Oak Trafficway and Missouri Route 1. Ten (10) copies of the final report will be delivered to the City upon completion of the project.

Based upon all of the available information, staff is recommending that the City of Gladstone award a design contract to Wilson and Company, Incorporated, Engineers and Architects, in an amount not to exceed \$27,730. Funding for the study is budgeted in the TST.

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

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PROFESSIONAL ENGINEERING SERVICES AGREEMENT SIDEWALK MASTER PLAN

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. Sidewalk 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 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 \$27,730 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.
- 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 reperform, 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: Den h		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Title: TRANSPORTATION Planning Manag	er gran	GLADO O
City of Gladstøne	Attest:	SEAL
By: Kirk L. Davis; City Manager	T _{AA}	MISSOURILLE
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Ruti	h Bocchino; City (Clerk
Reviewed by the legal department:		-1

Randall Thompson; City Attorney

ATTACHMENT A

Scope of Services

General Scope of Services

The purpose of this contract is to provide professional planning and engineering services to prepare the City of Gladstone's Sidewalk Master Plan. The objective of the project is to develop a five-year project priorities plan with recommended improvements, location maps, and cost estimates.

Detailed Scope of Services

Task 1 – Inventory and Analysis

- 1.1 Review existing reports, plans and GIS data provided by the City related to sidewalk locations and conditions.
- 1.2 Determine origins, destinations, and primary corridors with City provided land use and street classification data.
- 1.3 The Consultant will conduct an inventory at ten (10) signalized intersections and will identify missing equipment and needed American with Disabilities (ADA) upgrades. The Consultant will produce tables and diagrams for each intersection noting recommended improvements.
- 1.4 Review records from the City's resident inquiry system (Civicall) to identify sidewalk issues and potential projects.
- 1.5 Consultant will compile information collected in this task and will produce an Inventory and Analysis Map and Technical Memorandum.

Task 2 - Public Involvement

- 2.1 Project Management Team: The Consultant will meet with the Project Management Team (PMT) at three points in the project. The first of three meetings will be a combined meeting with the City's field crews (during Task 1). The PMT will be comprised of three representatives of the City (2 from Public Works Department, 1 from Community Development Department). The PMT is charged with compiling data and vetting the Master Plan against existing agency policies or plans.
- On-Line Survey: 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.

- Field Crew Focus Group: 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 (during Task 1) and the second will be held during Master Plan development to discuss Project Prioritization (during Task 4).
- 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.
- Open Houses: The Consultant will conduct two (2) city-wide public Open Houses including the development of informational handouts, questionnaires, and display boards required for the meetings. Open House 1 will present existing conditions and include a public discussion of community goals and priorities. Open House 2 will present the draft plan for public review and comment.
- 2.6 The Consultant will compile results of the survey and other public involvement feedback and will produce a Public Involvement Technical Memorandum.
- 2.7 City Council Meeting: The Consultant will present the final report to the Gladstone City Council at a regularly scheduled meeting at the conclusion of the project.

Task 3 - Sidewalk Master Plan and Map Development

- 3.1 The Consultant will use results from Tasks 1 and 2 in the development of a sidewalk network map for the City. The network development will take into account issues and opportunities such as roadway functional class, barriers, route efficiencies, and system connectivity. The Consultant will create a draft and final map of the planned sidewalk network.
- 3.2 The Consultant will prepare a draft and final Sidewalk Master Plan document encompassing and synthesizing the products identified from all tasks. Items from Task 4 and 5 will be combined into the final Sidewalk Master Plan document.
- 3.3 Ten (10) colored copies of the final Sidewalk Master Plan will be submitted upon approval by the City. The final report will be bound either into a 3-ring binder or coil bound based on the preference of the City.

Task 4 – Project Prioritization, Five-Year Plan, and Cost Estimates

4.1. The Consultant will conduct a prioritization process with the collaboration of City Staff based on a method that identifies key factors including: commercial areas, the Downtown area, school ¼ - mile catchment areas, and primary corridors including NE 72nd Street and NE 76th Street.

- 4.2. The Consultant will produce a five-year plan targeting short term implementation goals and project list.
- 4.3. The Consultant will produce planning-level cost estimates for routes identified in the five year project list. The cost estimates will be a calculation of linear feet with unit construction costs. The Consultant will conduct a windshield survey to determine if per unit cost estimates will provide a reasonable estimate or if additional costs including driveways and retaining walls need to be considered.
- 4.4. The Consultant will produce unit cost estimates for pedestrian upgrades at ten (10) signalized intersections.
- 4.5. The Consultant will conduct detailed cost estimates for new sidewalk construction on NE 76th Street (Troost Street to Woodland Street) and NE 72nd Street (Oak Street to MO Route 1).
- 4.6. The Consultant will produce a Project Priority and Cost Estimate Technical Memorandum.

Task 5 - Project Administration

- 5.1. Project Work Plan (PWP): Consultant will 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.
- 5.2. 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 sidewalks and roadway cross-sections 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 plans, reports, studies, etc. related to sidewalk infrastructure.
- 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.

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Wilson & Company, Inc., Engineers & Architects

27,730.00

465.00 \$

339.00 \$ 27,265.00 \$

192

24

16

107

TOTALS

\$465.00

\$25.25

\$360.00

\$69.75

\$10.00

EXPENSE TOTALS

UNIT TOTALS

25.25

450.00

5.00

200,00

Project: Bv-	Project: Sidewalk Master Plan Rv: VRSnarfan	Fee Reviewed by:		ATTACHMENT A	MENT A			1
Date:	Date: October 30, 2014 Client: Gladstone, MO	Date;	ш	ESTIMATED EXPENSES	EXPENSE	Ø	& COMPANY	ķ
Notes:	Sidewalk Master Plan	TASK CODE: UNIT CODE:	3010	3085	7010	Misc		
TASK	WORK TASK DESCRIPTION	EXPENSE	Letter Copy - B&W	24" x 36" Foam Core Board	Passenger Vehicle	Misc. Expenses	EXPENSE EFFORT TOTAL	
<u>.</u>		TIND	Each	Each	Mile	Unit	<i>\(\empty{\text{\tin}\text{\tex{\tex</i>	
100		CINIT COST.	20,02	4 G.85	\$0.80	21.00	(2)	T
川のでにし	01 - Inventory and Analysis Review existing reports, plans and GIS data	10	VI.		2010		69	1.
1.2	Determine origins, destinations and primary corridors	y corridors					49	1
1.3	10 signalized intersections						67	
4.4	Review Cfty's resident inquiry system (Cfvicall) Inventory and Analysis Man and Technical Memorandum	Memorandum					ы и	, ,
	Subtotal		0.00	0.00	0.00	00'0) is	
								1
PHASE	PHASE 02 - Public Involvement			10 m			September 2015	
2.1	Project Management Team Meetings (3)				150.00			120.00
2.2	On-line Survey							
2.3	Field Crew Focus Group Meetings (2)				50.00		5	40.00
2.4	Neighborhood/HOA Meetings (2)			1.00	100,00	0		93.95
2.5	Open Houses (2)			4.00	00,001	23.53		0.00
2.7	City Council Meeting				50.00			40,00
	Subtotal		00.00	5.00	450.00	25.25	2	455.00
								1
PHASE	PHASE 03 - Sidewalk Master Plan and Map Development	pment						1
3.1	Draft and Final Sidewalk Map							
3.2	Draft and Final Sidewalk Master Plan		200.00					10.00
	Subtotal		200,00	0.00	000	0.00	LA (4)	10.00
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1000	Decine Distribution Dropose						64	1
4.7	Five-Year Plan						10	
F 3	Five-Year Plan Cost Estimates						S	
4.4	Signalized Intersection Pedestrian Upgrad	e Cost Eslimates (10)					S	í
5	NE 76th Street and NE 72nd Street Cost Estimates	estimates					b?	,
4.6	Project Priority and Cost Estimate Technical Memorandum	al Memorandum					69	
	Sublotal		00"0	0.00	00'0	0.00	v»	,
PHASE	PHASE 05 - Project Administration					STATE STATE	STORESTON.	1
co.	Project Work Plan						(4) E	,
5.2	Project Coordination and Reporting			9		0	n	
	Subtotal		0.00	0.00	00.0	0.00	S	ì