

RESOLUTION R-20-40

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CONFLUENCE, INCORPORATED, IN THE AMOUNT OF \$55,043.00 FOR THE ARCHITECTURAL DESIGN AND PLANNING OF DOWNTOWN STREET AND PARKING IMPROVEMENTS IN THE AREA OF NORTHEAST 70TH STREET BETWEEN NORTH OAK TRAFFICWAY AND NORTH CHERRY IN GLADSTONE, MISSOURI.

WHEREAS, the accomplishment of the work and services described in this Agreement are necessary and essential to complete the street and parking improvements in the area of Northeast 70th Street between North Oak Trafficway and North Cherry in downtown Gladstone, Missouri; and

WHEREAS, the City Council has identified this project as essential and part of the 2020 COP Bond package; and

WHEREAS, City staff solicited Requests For Qualifications from multiple vendors and after a review process, selected Confluence, Incorporated; as the most qualified provider of the services requested; and

WHEREAS, the City desires to engage Confluence, Incorporated, to render professional services for the project described in this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 contract with Confluence, Incorporated, for work outlined in the contract for a total amount of \$55,043.00 to develop an architectural design and construction plan for downtown street and parking improvements in the area of Northeast 70th Street between North Oak Trafficway and North Cherry in Gladstone, MO.


FURTHER, THAT, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF AUGUST 2020.



Jean B. Moore, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-20-40

BILL # City Clerk Only

ORD # City Clerk Only

Date: 7/28/2020

Department: General Administration

Meeting Date Requested: 8/10/2020

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

Subject: A Resolution authorizing the City Manager to execute a professional services contract with Confluence, Inc. in the amount of \$55,043.00 for the architectural design and planning of downtown street and parking improvements in the area of Northeast 70th Street between North Oak Trafficway and North Cherry.

Background: Improving the downtown streetscape and adding available parking stalls has been identified as one of the projects included in the 2020 COP Bond package. To expedite this project, it has been determined that completing the design and planning phase at this time will allow the construction phase to move forward quickly following the issuance of the bonds. Confluence, Inc. was selected by City staff after soliciting Requests for Qualifications from multiple vendors.

Budget Discussion: Funds are budgeted in the amount of \$ 55,043.00 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends the approval of this Resolution

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

Bob Baer
Department Director/Administrator

City Attorney

City Manager

MASTER AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT is entered into between the City of Gladstone, Missouri (Owner) and Confluence, Inc. (CONFLUENCE), for the following reasons:

1. The City of Gladstone, Missouri wishes to improve the functionality, aesthetic character, and sense of arrival along the North Oak Corridor while also improving and expanding the existing parking and pedestrian environment within the Downtown District (the Project); and,
2. Owner requires certain design services in connection with the Project (the Services); and,
3. CONFLUENCE is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and CONFLUENCE agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **September 16, 2020**.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A". Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of an inconsistency between the terms of any Task Order and the terms of this Agreement, the terms of this Agreement shall prevail.

ARTICLE 3 - SCOPE OF SERVICES

CONFLUENCE shall provide the Services described in Article 2 (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

CONFLUENCE shall exercise its reasonable efforts to perform those Services within the time frame set forth in Article 4 (Schedule) of each Task Order.

ARTICLE 5 - PAYMENT

Client shall be invoiced as professional services are completed and reported at CONFLUENCE's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay CONFLUENCE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. CONFLUENCE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein CONFLUENCE waives any rights to a mechanics' lien, or any provision conditioning CONFLUENCE's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that CONFLUENCE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of CONFLUENCE from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.

ARTICLE 6 - LATE PAYMENTS

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of CONFLUENCE, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Article 7 (Owner's Responsibilities) of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE:

- (a) Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by CONFLUENCE to perform its Services.
- (b) Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that affects the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE.
- (c) Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and CONFLUENCE'S fee for the Services, and in consideration of the promises contained in this Agreement, Owner and CONFLUENCE agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. CONFLUENCE agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by CONFLUENCE's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of CONFLUENCE and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of CONFLUENCE and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed \$500,000.00, or the total compensation actually received by CONFLUENCE for the relevant Task Order completed under this agreement, whichever is greater.

Consequential Damages. To the fullest extent permitted by law, CONFLUENCE shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 10 - INSURANCE

CONFLUENCE shall keep and maintain its current insurance

policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, CONFLUENCE shall use its best efforts to obtain the additional insurance, but Client shall reimburse CONFLUENCE for any additional premium or other related costs that CONFLUENCE thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name CONFLUENCE as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and CONFLUENCE in language reasonably satisfactory to both Client and CONFLUENCE.

CONFLUENCE shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and CONFLUENCE as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and CONFLUENCE, each to the same extent.

CONFLUENCE and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in any construction related to the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and CONFLUENCE to the same extent.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

CONFLUENCE shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONFLUENCE, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses, and preparation of right of way and easement acquisition documents for adjacent private property required for any construction unless such procurement responsibilities are specifically assigned to CONFLUENCE in a Task Order.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Because CONFLUENCE has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONFLUENCE's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as professionals. CONFLUENCE does not guarantee that proposals, bids, or actual Project costs will not vary from CONFLUENCE's cost estimates or that actual schedules will not vary from CONFLUENCE's projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONFLUENCE pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONFLUENCE for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to CONFLUENCE. Owner shall indemnify and hold harmless CONFLUENCE and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONFLUENCE to additional compensation at rates to be

agreed upon by Owner and CONFLUENCE.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, construction documents, drawings, and specifications prepared by CONFLUENCE and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that CONFLUENCE shall have the unrestricted right to their use. CONFLUENCE shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONFLUENCE.

ARTICLE 15 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to CONFLUENCE. CONFLUENCE shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay CONFLUENCE for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to CONFLUENCE's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither Owner nor CONFLUENCE shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or CONFLUENCE under this Agreement or any Task Order. CONFLUENCE shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 17 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
Owner's Project Manager:

Bob Baer
City of Gladstone / City Hall
7010 North Holmes
Gladstone, Missouri 64118-0719

CONFLUENCE:

Wm. Christopher Cline
417 Delaware
Kansas City, Missouri 64105

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and CONFLUENCE.

ARTICLE 18 - DISPUTES

In the event of a dispute between Owner and CONFLUENCE arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

CONFLUENCE hereby affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONFLUENCE's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

CONFLUENCE further affirms completion of and maintenance of a current Affirmative Action Plan as required by City of Kansas City, Missouri regulations.

ARTICLE 20 - WAIVER

A waiver by either Owner or CONFLUENCE of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 21 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain

the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 22 - INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and CONFLUENCE. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

Owner and CONFLUENCE each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 24 - ASSIGNMENT

Neither Owner nor CONFLUENCE shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONFLUENCE may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONFLUENCE from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 25 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and CONFLUENCE. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and CONFLUENCE.


ARTICLE 26 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri.

ARTICLE 27 - COMPLIANCE WITH LAWS. CONFLUENCE agrees that its performance under this Agreement shall comply with all applicable federal, state, and local laws.

IN WITNESS WHEREOF, Owner and CONFLUENCE have executed this Agreement.

City of Gladstone, Missouri
(Owner)

By: 
Name: Scott Wingerson

Title: City Manager

Date: September 16, 2020

Confluence, Inc.
(CONFLUENCE)

By: 
Name: Wm. Christopher Cline

Title: Sr. Vice President / Sr. Principal

Date: September 16, 2020

EXHIBIT "A"

TASK ORDER NO. 1

This Task Order is made as of this 27th day of July 2020, under the terms and conditions established in the MASTER AGREEMENT FOR DESIGN + PLANNING SERVICES, dated August 1, 2020 (the Agreement), between the City of Gladstone, Missouri (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide professional landscape architecture and urban design services for the Downtown Gladstone District toward the development of expanded parking opportunities, new streetscape enhancements, landscape plantings, site furnishings, lighting improvements and District identification/wayfinding directional signage. The project will include preliminary design, final design/construction documents, and construction administration assistance.

ARTICLE 1 – DESIGN TEAM

CONFLUENCE will subcontract with the following subconsultants (together with CONFLUENCE referred as the Design Team) in order to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services:

Downtown Gladstone Civil Engineer/Surveyor:	Wilson + Company Engineers
North Oak Corridor Civil Engineer:	WSP, Inc. (future scope of services and fees to be determined)

For the purposes of this scope of services, these subconsultants will be engaged in the creation of these plans with a focus on efficiently providing their respective expertise and recommendations as part of the design team.

ARTICLE 2 – SCOPE OF SERVICES

The following proposed scope of services is based on our understanding of the project program and the project area as defined in the program study completed by Confluence in late 2019. CONFLUENCE will provide Preliminary Design through Construction Administration Assistance for the following streetscape area and components:

- Project limits are as defined in the enclosed Confluence conceptual design study.
- Further develop the design for reconfigured on-street parking.
- Develop and detail proposed streetscape improvements – including lighting types and locations, walkways, site furnishings and landscape.
- Coordinate our work with a civil engineering consultant. Civil engineer to provide surveying and preliminary and final design drawings. Civil engineer does not have construction administration included in this Task Order and would be an additional service.

Task One: Preliminary Design

- 1.1 CONFLUENCE will attend a meeting with the Design Team and the Owner to review initial project programming information and coordinate efforts in performing identified tasks associated with the project. This initial meeting should also provide CONFLUENCE with additional information regarding the Owner's goals and thoughts for development of the project.
- 1.2 The Owner will provide CONFLUENCE with copies of existing plans, maps, diagrams, facility development program, property survey information, aerial photography, mapping of existing topography and infrastructure serving the site, and other appropriate background information for use as base information.
- 1.3 CONFLUENCE will visit the site and surrounding area to review and document existing conditions, and to identify site features and contextual relationships that may impact the proposed conceptual design alternatives.
- 1.4 CONFLUENCE will develop two to three (2-3) conceptual site plan alternatives for the Owner's review and consideration.
- 1.5 CONFLUENCE will develop a plan and create a series of conceptual design drawings and illustrations, including site, landscape plans, , streetscape elements, precedent images to graphically illustrate and communicate the proposed design concepts and ideas.
- 1.6 CONFLUENCE will collaborate with City staff, the design team (including the Civil Engineering Consultant) and others to evaluate concepts and their successful integration with the surrounding context.
- 1.7 CONFLUENCE will attend meetings with the design team and the Owner to review the conceptual design information, discuss ideas for potential modifications and additions to the design recommendations, and to coordinate efforts for the subsequent work tasks.
- 1.8 CONFLUENCE will collaborate with the design team to prepare an opinion of probable construction costs for the preferred concept. We will meet with the design team and the Owner at the completion of this task to review the drawings and opinions of probable costs, and to discuss preferences and refinements to incorporate as the design process moves forward.

- 1.9 Wilson + Company will review concepts and perform a review of the concept layout provided by Confluence. Items reviewed will include storm sewer impacts, sidewalk/handicap ramp layouts, intersection geometrics, etc. Confluence will revise the site layout based on comments.
- 1.10 Wilson + Company will develop a typical sections to be used for the design based on the Concept layout and City recommendations.
 - Pavement type
 - Pavement thickness
 - Subgrade treatment (if required)
 - Lane widths
 - Sidewalk Locations
- 1.11 Wilson + Company will develop the horizontal and vertical alignments for the proposed street reconstruction utilizing the existing curb and gutter where practical.
- 1.12 Wilson + Company will develop the underground storm drainage system utilizing as much of the existing system as possible. Drainage calculations will not be performed. The intent will be to provide a system that provides an equivalent level of service to existing.
- 1.13 Wilson + Company will prepare an electrical design for the street light layout and fixtures that will be provided by Confluence.
- 1.14 Wilson + Company will develop the pavement marking and traffic signing layout and details in accordance with the latest adopted MUTCD and City requirements.
- 1.15 Wilson + Company will include provisions in the bid documents to require the contractor to develop and submit a traffic control plan, including signage and detours in accordance with the latest adopted MUTCD. It is assumed that the road will be closed during construction.
- 1.16 Wilson + Company will include provisions in the bid documents to require the contractor to develop and submit an erosion control plan for the proposed improvements. The extent of the contractor's drawings should identify the general design for placement of silt fencing, wattles, sedimentation basins, and other erosion control measures during construction activities.
- 1.17 Wilson + Company will prepare cross sections at 25-foot intervals. Additional cross sections will be provided at entrances, side streets, and locations of critical interest to depict cuts, fills, or special features.
- 1.18 Wilson + Company will develop the following plan sheets will be prepared for the Preliminary plan submittal.
 - General Layout Sheet
 - ~~Typical Section Sheets~~
 - Control and Reference Ties Sheet
 - Plan and Profile Sheets
 - Storm Sewer Plan and Profile Sheets
 - Retaining Wall Profile Sheets
 - Permanent Pavement Marking and Signing Sheets
 - Intersection Details Including Sidewalk Ramp Layouts
 - Cross Sections
- 1.19 Wilson + Company will provide Confluence Opinion of Probable Construction Cost using City standard bid items and recent bid tabs in conjunction with local cost information provided by the City.

Meetings: This task includes attendance at up to six (6) meetings and/or teleconferences for Confluence and 3 meetings by Wilson + Company.

Task Two: Final Design

- 2.1 Utilizing input received during the previous review meetings, CONFLUENCE and Wilson + Company will prepare the following Final Design plans:
 - Site Plan
 - Landscape Plan
 - Site and Landscape Details
 - General Layout Sheet
 - Typical Section Sheets

- Control and Reference Ties Sheet
 - Plan and Profile Sheets
 - Storm Sewer Plan and Profile Sheets
 - Retaining Wall Profile Sheets
 - Permanent Pavement Marking and Signing Sheets
 - Intersection Details Including Sidewalk Ramp Layouts
 - Cross Sections
 - Specifications
- 2.2 CONFLUENCE will attend up to two coordination meetings during this task with the design team, the Owner, and/or others as directed to address, refine, and incorporate various components of the final development plan documents.
- 2.3 CONFLUENCE will collaborate with the design team and to prepare an opinion of probable construction costs for these site plans and proposed streetscape improvements.
- 2.4 Wilson + Company will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.

Meetings: This task includes attendance at up to 2 meetings and/or teleconferences by Confluence and 2 meetings by Wilson + Company.

Task Three: Bidding and Permitting

- 3.1 CONFLUENCE to submit permit drawings for City Codes review. The Owner is to provide all front-end documents associated with bidding the project.
- 3.2 CONFLUENCE to respond to City Code comments and re-submit plans for final approval. The Owner will bid the project, including all advertising and other procedures and requirements associated with obtaining public construction bids for the project.
- 3.3 CONFLUENCE to attend one pre-bid meeting and assist the Owner in addressing bidders' site and landscape questions.
- 3.4 CONFLUENCE will assist the Owner in reviewing and evaluating received bids with the design team, and will assist the Owner in making a recommendation on a preferred bidder.

Meetings: This task includes attendance at up to three (3) meetings and/or teleconferences by Confluence.

Task Four: Data Collection and Surveying

- 4.1 Wilson + Company will contact utility companies through the One-Call system and as supplemented by the City for those utility companies not associated with the One-Call system. Utilities will be horizontally field located according to field marks by the utility companies or by a One-Call locator. In addition to the private utilities located through One-Call, storm and sanitary sewer structures will be located. The inflow/outflow elevations for storm and sanitary sewer structures will be located along with the size and type of structure and the size and type of the conduit entering and leaving the structure.
- 4.2 Topographic Field Survey: Perform a limited field survey to include the intersections that require handicap ramp replacement, along with areas of the curb, sidewalk, and parking area construction. Intersection surveys will include pavement, curb, sidewalks, street signs, light poles and any other features that may impact the design. The survey will be tied to the State Plane coordinate system to align with the City's GIS data.
- 4.3 Property Survey: This scope of services does not include any research of plats nor surveying of existing property corners to develop an existing property map with right-of-way, property, and lot lines. It is anticipated the City will negotiate any access agreements with adjacent property owners for the design/construction of these improvements, and no easement documents will be prepared as part of this contract.

Task Five: Additional Meetings, Coordination and Design Revisions

- 5.1 CONFLUENCE will provide additional coordination efforts, attend additional meetings, and prepare additional revisions and design assignments to benefit the project area on an hourly rate basis as directed by the Owner.
- 5.2 Any services directed by the City and provided under this task will utilize the hourly rates identified in Exhibit "B", as attached and incorporated as part of this agreement by reference.
- 5.3 As requested, CONFLUENCE can prepare estimates for any additional services requested or directed by the City as needed in advance of providing these services.

Exclusions (to be provided by others as needed):

Any work requested 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:

- Any Irrigation Plans and Specifications
- Changes in the scope, extent, or character of the project.
- Revisions to the plans when inconsistent with previous approvals or instructions by the City.
- Updating plans to reflect development that has occurred after the Final Plans are complete.
- No environmental investigations, permits or services are included.
- Preparation of any environmental clearance documents.
- Utility coordination, other than what is required for street light electrical service, is not included.
- Full property survey or setting of new property corners if they are missing is not required.
- Flagging of the existing right-of-way.
- Preparation of property acquisition documents.
- Printing and review of bidding documents.
- Structural design for any project elements, including retaining walls, is not included.
- Geotechnical investigations/reports is not included:
- Construction administration services by Wilson + Company and Confluence is not included at this time – as it is anticipated that City of Gladstone staff will provide the primary construction administration services for the project. Confluence and Wilson + Company anticipate the possibility of providing limited construction administration assistance related to review of streetscape shop drawings and related submittals and provide occasional site reviews as part of a future phase of work – but this additional scope and fee will need to be determined and approved by the City of Gladstone at a later time prior to conducting any of these services.
- Property Line/Right-of-Way Survey and Plat Research
- Traffic Control Drawings
- Erosion Control Drawings

ARTICLE 3 – ADDITIONAL SERVICES

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Additional focus group meetings for specific populations
2. Additional steering committee meetings
3. Additional revisions to plans or graphics
4. Additional utility design/coordination
5. Additional 3-D renderings and illustrations of the proposed improvements
6. Construction Administration Assistance

ARTICLE 4 – SCHEDULE

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will work diligently to provide the scope of services according to an anticipated project schedule to be developed along with the Owner's input during the project initiation meeting. CONFLUENCE anticipates completion of the services outlined in Task Order No. 1 on a date to be mutually agreed upon by both parties – with construction anticipated in Summer 2020. The Owner and CONFLUENCE agree to amend the project schedule if necessary, to accommodate unplanned delays in review by the Owner and/or other project partners/stakeholders, and for any other extenuating circumstances that are beyond the control of CONFLUENCE.

ARTICLE 5 – FEES AND EXPENSES

The Owner will compensate CONFLUENCE on a lump sum fee basis according to the following fee schedule. The Client will compensate Confluence on an hourly rate basis as directed by the Client for any Task 6 services utilizing the hourly rates listed in 'Exhibit B'. If the nature of the scope of services changes or if the lump sum fees outlined herein require an increase, Confluence will notify the Client of the revised scope and/or fee before proceeding with any additional work.

Task 1: Preliminary Design	\$ 25,318.00
Task 2: Final Design	\$ 18,275.00
Task 3: Bidding and Permitting	\$ 2,750.00
Task 4: Data Collection and Survey	\$ 8,700.00
<u>Task 5: Additional Meetings, Coordination and Design Revisions</u>	<u>\$ (hourly as directed)</u>
Total Proposed Fees (Not Including Task 5 or Reimbursable Expenses):	\$ 55,043.00

Reimbursable expenses, including travel and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = \$ 500.00

If the project is suspended for more than three (3) months, or abandoned in whole or in part, CONFLUENCE shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ADDITIONAL SERVICES FEES

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services

BILLING SCHEDULE

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

ARTICLE 6 – EXCLUSIONS

1. This scope of services does not include a topographic or boundary line survey.
2. This scope of services does not include printing of bid packages.
3. This scope of services does not include Civil Engineering, Surveying, Geotechnical, or any other service not specifically outlined. These services are anticipated to be provided by others as needed - either as a direct contract with the City or through a subsequent contract amendment to this agreement as determined by the Owner.

ARTICLE 7 – OWNER'S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, topographic survey data, utility information, property ownership lines, easements, specifications or any other data relative to the design or construction of the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.

8. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
9. Owner to provide project manual front-end specification documents for bidding and construction.
10. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in conjunction with this Project.
11. Fees for services of special consultants (Civil Engineer, Structural, Geotechnical, Soils, Hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

ARTICLE 8 – PROJECT ASSUMPTIONS


The following is a list of assumptions CONFLUENCE has made in preparation of this Agreement.


1. The City of Gladstone will provide prior construction plan documents for the park as well as any base data they have at their disposal.
2. The City of Gladstone will provide any meeting facilities for all events and meetings identified.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of Gladstone, Missouri
(Owner)

Confluence, Inc.
(CONFLUENCE)

By: 
Name: Scott Wingerson
Title: City Manager
Date: 9/16/2020

By: 
Name: Wm. Christopher Cline
Title: Sr. Vice President / Sr. Principal
Date: July 27, 2020