

RESOLUTION R-24-40

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLURE ENGINEERING CO. IN THE TOTAL AMOUNT NOT TO EXCEED \$12,500.00 FOR THE DESIGN OF THE 24-INCH TRANSMISSION WATER MAIN, PHASE 1, PROJECT WP2492E.

WHEREAS, staff issued a Request of Proposals (RFP) seeking assistance with the design of a new 24-inch transmission main under Vivion Road and I-29/35; and

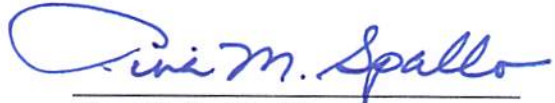
WHEREAS, a total of five (5) proposals were received and staff selected McClure Engineering Co. to begin contract negotiations.

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


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a professional engineering services agreement with McClure Engineering Co. in the total amount not to exceed \$12,500.00 to complete the work.

FURTHER, THAT, funds for such purpose are available from the 2024 COP and budgeted in the CWSS Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JULY 2024.


Tina M. Spallo, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-24-40

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 7/2/2024

Department: Public Works

Meeting Date Requested: 7/8/2024

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

Subject: Engineering Services Agreement, Design of the 24-Inch Transmission Water Main, Phase 1, Project WP2492E

Background: Gladstone issued a request for proposals (RFP) for the design of a new 24-inch transmission main under Vivion Road and I-29/35. A total of five (5) firms responded to this request and staff selected McClure Engineering Co. to begin contract negotiations. McClure previously assisted the City with a Missouri Department of Transportation Cost Share application for construction of a bike/pedestrian trail on Vivion Road.

Budget Discussion: Funds are available from the 2024 COP and budgeted in the CWSS Fund.

Public/Board/Staff Input: Staff recommends the City execute a professional engineering services agreement with McClure Engineering Co. in an amount not to exceed \$12,500.00 for the completion of Phase 1. This phase will include coordination with the Missouri Department of Transportation and the Federal Highway Administration on the location of the new transmission main.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
DESIGN OF 24-INCH TRANSMISSION MAIN – PHASE 1
PROJECT# WP2492E**

THIS AGREEMENT, made and entered into this 28th day of August, 2024, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and McClure Engineering Co., hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DESCRIPTION OF PROJECT

Design of a new 24-inch transmission main under Vivion Road and I-29/35. Phase 1 will focus on the establishment of an alignment in coordination with the Missouri Department of Transportation. Refer to Exhibit A for a detailed scope of services and estimated man-hours.

ARTICLE II

ENGINEER'S SCOPE OF SERVICES

1. The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
2. The Engineer hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Section C of Article IV. The City is not liable and will not pay the Engineer for any services rendered before the Engineer receives written authorization.
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied

any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Engineer at the time a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings, and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

ARTICLE III

CHANGES IN SCOPE

The parties agree that small changes in scope may be required through the design process. A supplemental agreement for additional services may be negotiated at the request of either party for significant changes in scope.

ARTICLE IV

ENGINEER'S FEE

1. Basic Fee and Schedule.

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Engineer shall be paid based upon the actual time and materials expended on the project and shall not exceed \$12,500.
- b) **Payment Schedule for Compensation.** The Compensation shall be paid in monthly installments based upon time and materials expended by the Engineer. The Engineer shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.
- c) **Project Schedule.** Refer to Exhibit A.

2. **Payment for Additional Services** - The City and Engineer shall negotiate a written supplemental agreement with the Engineer for additional services should the need arise for work beyond the agreed upon scope of services. Construction administration is not included in this contract but may be added at a later date.

ARTICLE V

OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Engineer shall also deliver all electronic information on CD in Autocad format.
2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer.

ARTICLE VI

TERMINATION

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Engineer.
3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

ASSIGNMENT

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

ARTICLE VIII

DISCLOSURE

The Engineer hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

ARTICLE IX

INDEMNITY

The Engineer agrees to indemnify, and hold harmless the City of Gladstone and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the engineer or its agents or employees. The Engineer is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE X

INSURANCE

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has

complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance. Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

Liability Insurance. Professional Liability insurance in an amount not less than \$2,000,000 per claim 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. Furthermore, by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, Contractor hereby affirms for the duration of this agreement to not engage in the boycott or discrimination of Israel as defined in Section 34.600, RSMo.

ARTICLE XII

STANDARD OF CARE

Engineer will perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Engineer's failure to meet such standards and the City has notified the Engineer in writing of any such error within that period, the Engineer shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

ARTICLE XIII

PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Engineer. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or

sites concerned which was not brought onto such site or sites by the Engineer for the exclusive benefit of the Engineer to the extent the City is responsible for such contamination.

ARTICLE XIV

FORCE MAJEURE

Engineer shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Engineer shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Engineer's compensation.

ARTICLE XV

WORKER AUTHORIZATION

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


ARTICLE XVI

ADMINISTRATION OF AGREEMENT

The City Manager or his authorized representative shall administer this Agreement for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MCCLURE ENGINEERING CO:

By: 

Name: Coby Crowl, PE

Title: Team Leader

CITY OF GLADSTONE, MISSOURI:

By: 

Name: Robert M. Baer

Title: City Manager

EXHIBIT A

May 17, 2024

Re: City of Gladstone – 24-in Transmission Main Route Study

We are pleased to submit to you on this 17th day of May 2024, an agreement by and between McClure Engineering Company hereinafter referred to as "the Engineer" and the City of Gladstone, Missouri, hereinafter referred to as "the Client" to provide the following services:

Scope of work:

Item	Included	Not Included
A. <u>Project Administration</u> 1. Prepare and submit Request for Information (RFI) to Owner. 2. Attend one (1) project kick-off meeting with Owner. 3. Attend one (1) strategic planning meeting with Owner. 4. Conduct monthly on-site meetings or conference calls with City staff to review progress of work (2 meetings). 5. Additional project meetings as requested by Owner.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
B. <u>Data Collection and Critical Review</u> 1. Identify property owner information along alignment corridors. 2. Identify and review potential utility conflicts along alignment corridors. 3. Perform site inspections along alignment corridors and document existing conditions. 4. Identify permits required by external agencies for each alignment option. 5. Review alignment corridors for constructability challenges.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C. <u>External Coordination</u> 1. Attend coordination meetings with MoDOT 2. Review proposed MoDOT improvements. 3. Identify tree removal/replacement coordination required. 4. Coordinate with regulatory agency stakeholders. 5. Identify extents of wetlands in vicinity of alignment corridors.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
D. <u>Technical Memo Preparation and Submittal</u> 1. Prepare preliminary documentation of route evaluation and submit to Owner for review and comment. 2. Prepare preliminary documentation of regulatory agency and permit requirements and submit to Owner for review and comment. 3. Prepare preliminary construction cost estimates and submit to owner for review and comment. 4. Receive comments from Owner and incorporate as applicable into final technical memo. 5. Provide one (1) copy of an electronic version of the deliverable documents in .pdf format. 6. Meet with Owner to review final technical memo (1 meeting).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Schedule:

A draft technical memo will be submitted to the City within 90 days from the effective date of this agreement. Upon selection of a preferred alignment for the proposed 24-in transmission main, an additional task order is expected to be executed for professional engineering services to design the water main.

Compensation:

Fees for Services are shown below:

A. Project Administration	T&M.....	\$3,000.00
B. Data Collection and Critical Review	T&M.....	\$3,000.00
C. External Coordination	T&M.....	\$4,500.00
D. Technical Memo Preparation and Submittal	T&M.....	\$2,000.00
Total Fee:		\$12,500.00

T&M Time & Materials
NIC Not Included

The Owner shall make payment to the engineer in accordance with section 8.960 RSMo.

Subcontractor(s):

Should subcontracting be determined necessary, any subcontracting for services will follow the Six affirmative Steps to ensure that all minority business enterprises (MBE) and women business enterprises (WBE) have the opportunity to compete for contracting opportunities.

If you have any questions, please do not hesitate to contact me at (816) 502-3922 or jkellinger@mcclurevision.com. Thank you for considering McClure Engineering Company for your water system needs.

McClure Engineering Company

City of Gladstone, Missouri

By: 
Joseph Kellinger, P.E., ENV SP Date: 05/17/2024

By (sign): _____
Tim Nebergall, Director – Public Works Date:

**Master Services Agreement
TERMS AND CONDITIONS CITY OF GLADSTONE**

**Exhibit B
Fees/Hourly Rates**

McClure Engineering Co.
Hourly Rate Schedule
(Effective 1/1/2024 through 12/31/2024)

Personnel	Hourly Rate*
Principal.....	\$270 - \$295
Project Manager.....	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative.....	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations.....	\$115 - \$150
3 Member Survey Crew.....	\$280
2 Member Survey Crew.....	\$210
1 Member Survey Crew.....	\$135

Equipment

3D Scanner per Scan.....	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat	\$125.00
LIDAR Drone per Flight.....	\$250.00

Miscellaneous expenses

Survey Vehicle Mileage	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to annual adjustment (based on McClure's billing rate adjustments for future years)

EXHIBIT B

**CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

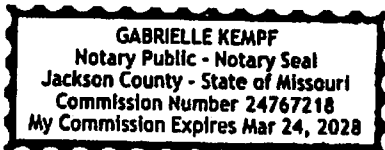
BEFORE ME, the undersigned authority, personally appeared Coby Crowl, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Coby Crowl and I am currently the Team Leader of McClure (hereinafter "Contractor"), whose business address is 1700 Swift St. and I am authorized to make this Affidavit. North Kansas City, Missouri 64116

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] 24-inch Transmission contracted between Contractor and the City of Gladstone, Missouri. Main Project

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.



[Signature]
Affiant

Coby Crowl
Printed Name

Subscribed and sworn to before me this 28th day of August, 2024

SEAL

[Signature]
Notary Public

EXHIBIT C

**CITY OF GLADSTONE, MISSOURI
ANTI-DISCRIMINATION AGAINST ISRAEL AFFIDAVIT
PURSUANT TO 34.600, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$100,000.00)**

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Pursuant to RSMo 34.600, Company is not currently engaged in, and shall not, for the duration of this contract with the City of Gladstone, Missouri, engage in a "Boycott of the State of Israel" as defined in RSMo 34.600 in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

SEAL