



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1043, Quincy Boulevard Improvements

RECOMMENDED ACTION:

Motion to approve Resolution 1043, authorizing the Mayor to sign an engineering services agreement with Snyder & Associates, Inc. for engineering services for Quincy Boulevard Improvements in an amount not to exceed \$75,450.

SUMMARY:

On March 1, 2022, the Board approved Resolution 1030 establishing a Pre-Qualified On-Call Professional Services list. Snyder & Associates, Inc. is included as a firm that has the qualifications to perform the engineering for this project.

The Quincy Boulevard Improvements project will include:

- Stormsewer improvements from Hawthorn to Owens
- New curb and gutter from Hawthorn to Owens
- New waterline from Hawthorn to Pine
- New sidewalk from Hawthorn to Maple Lane
- Mill and overlay from Hawthorn to Highland (PCI's of 46.05 and 50.75)

PREVIOUS ACTION:

This project has been included in the Capital Improvement Program.

POLICY ISSUE:

Continued service and infrastructure maintenance.

FINANCIAL CONSIDERATIONS:

Construction in 2023 is estimated to be \$1 million. Design information and costs will be included in CIP discussions.

ATTACHMENTS:

- | | |
|---|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Proj Map | |

RESOLUTION 1043

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SNYDER & ASSOCIATES, INC., FOR ENGINEERING SERVICES FOR QUINCY BOULEVARD IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$75,450

WHEREAS, Quincy Boulevard from Hawthorn Street to Owens Avenue experiences flooding and has drainage problems; and

WHEREAS, the watermain on Quincy Boulevard from Hawthorn Street to Pine Street has experienced several main breaks; and

WHEREAS, Quincy Boulevard between Hawthorn Street and Highland Drive has a low Pavement Condition Index; and

WHEREAS, Snyder & Associates, Inc. responded to RFQ 22-09, On Call Professional Services, submitted their qualifications and are an approved firm to provide engineering services for improvements on Quincy Boulevard; and

WHEREAS, Snyder & Associates, Inc. have provided a scope of services to complete the design in an amount of \$75,450.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, That the Mayor is authorized to execute an agreement with Snyder & Associates Inc. for engineering services for Quincy Blvd. Improvements in an amount not to exceed \$75,450.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 4th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PROPOSAL**CITY OF SMITHVILLE
STORM SEWER-WATERLINE-STREET IMPROVEMENTS
SMITHVILLE, MISSOURI**

ENGINEER: SNYDER & ASSOCIATES, INC.
802 FRANCIS
ST. JOSEPH, MO 64501

PROJECT: STORM SEWER-WATERLINE-STREET IMPROVEMENTS

DATE: MARCH 2022

PROJECT DESCRIPTION:

The City of Smithville has identified the area of Quincy Boulevard, beginning at Pine Street, and ending at Hawthorne Street, for three improvements. Project consists of a new 8" watermain along the length described above and storm sewer improvements near the intersection of Hawthorne Street.

Street improvements will be required to repair work from the waterline and storm sewer construction. Street improvements along this corridor will include a 2" mill and overlay as well as full depth pavement repair in certain areas based on existing pavement thickness and pavement condition.

I. TOPOGRAPHIC SURVEY

Project will include a topographic survey to encompass storm sewer, waterline and street improvements.

II. STORM SEWER

1. Define drainage area.
2. Calculate runoff using regression equations for 2, 5, 10, 25, 50 & 100-year storms.
3. Analyze storm inlets and pipe network for 10-year storm.
4. Review downstream affects of storm sewer improvements.
5. Assess feasibility of routing Quincy Blvd storm water north to existing drainage channel.
6. Deliverables include storm sewer plan and profile and storm sewer details.

III. WATERLINE

1. Review existing hydraulic analysis.
2. Provide waterline plan and profile.
3. Provide hydraulic network analysis based on new 8" waterline connection to existing.
4. Deliverables to include waterline plan and profiles, and waterline appurtenances details.
5. Submittal of waterline plans, hydraulic network analysis and permit application form to MoDNR for permitting.

IV. STREETS

1. Review existing street conditions.
2. Identify existing street to be compromised by construction.
3. Develop a street repair and reconstruction plan based on waterline and storm sewer construction activities.
4. Provide street plan and profile for areas with new curb and gutter and full depth repair.
5. Provide a plan for 2" asphalt overlay areas.
6. Design of 5' wide sidewalk on one side of the street along Quincy Blvd between Hawthorne Street north to Maple Lane.
7. Deliverables to include, street repair plans, profiles, and street section details.

V. GENERAL

1. Specification book with contractual front ends and technical specifications.
2. Budgetary Cost Estimate.

FEES:

1.	Topographic Survey	\$24,000
2.	Storm Sewer Improvement Design	\$16,500
3.	Waterline Improvement Design	\$18,000*
4.	Street and Sidewalk Improvements	\$12,700
5.	Preliminary Cost Opinion	\$ 750
6.	Plans and Specifications for Bidding Purposes	\$ 3,500

FEES FOR SERVICES.....**TOTAL \$75,450**

***Assumes existing hydraulic model is available**

Note: Easements and boundary survey are not included in this proposal but can be added at our current hourly rate.

Thank you for this opportunity to provide you with engineering services. Please let me know if you should have any questions or concerns.

Sincerely,
SNYDER & ASSOCIATES, INC.



Andy Macias, P.E.
Branch Manager

AM:ak

SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$220.00	/hour
Principal I		\$209.00	/hour
Senior		\$190.00	/hour
VIII		\$174.00	/hour
VII		\$165.00	/hour
VI		\$157.00	/hour
V		\$146.00	/hour
IV		\$136.00	/hour
III		\$124.00	/hour
II		\$112.00	/hour
I		\$99.00	/hour
Technical			
CADD, Survey, Construction Observation			
Lead		\$133.00	/hour
Senior		\$127.00	/hour
VIII		\$118.00	/hour
VII		\$109.00	/hour
VI		\$98.00	/hour
V		\$88.00	/hour
IV		\$80.00	/hour
III		\$72.00	/hour
II		\$66.00	/hour
I		\$58.00	/hour
Administrative			
II		\$68.00	/hour
I		\$56.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	



STORM SEWER IMP.
Ct & Replace
Pavement repair/replace



New 8" watermain



MILL/OVERLAY
PAVEMENT REPAIR
QUINCY FROM
HAWTHORN TO OWENS
PCI 50.75

OWENS TO HIGHLAND
PCI 46.05



PROPOSED SIDEWALK
5' WIDE
SIDE OF STREET
TO BE DETERMINED

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the “Agreement” or “Contract”) by and between City of Smithville, MO (“City”) located at 107 W. Main Street, Smithville, MO 64089 and Snyder & Associates (“Consultant” or “Engineer”) a Corporation registered to do business in the State of Missouri located at 802 Francis St., St. Joseph, MO 64501

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Quincy Blvd improvements and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ22-09 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th of February 2022, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. CONTRACT DOCUMENTS: The Agreement between the parties shall consist of this Agreement, Exhibit A, B and C. The Parties further agree that this Agreement is a memorialization and a supplement to Exhibits A, B and C attached hereto. In the event of a conflict in the interpretation of the contract/Agreement documents, the parties agree that the terms within the Agreement documents shall be construed or given binding effect in the following order:

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed \$75,450.00 . Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by

the City) detailing the hours of services provided and the percentage of the project completed. Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within 120 days of the Notice to Proceed on this Agreement or by the 31st day of July, 2022.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an Independent Contractor and not as an agent of the City and shall indemnify and hold the City free and harmless from all liabilities, costs, and charges by reason of any act, omission or representation of the Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Engineer to always maintain the required insurance coverage in force; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Engineer's failure to maintain the required insurance in effect, the City may order the Engineer to immediately terminate its work until the breach has been cured or terminate this Contract.

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Director of Public Works (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Engineer makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.

10. CONFLICTS OF INTEREST: The Engineer warrants and represents that neither the Engineer nor its officers, directors, agents, employees, or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

The Engineer will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

15. NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the City and the Engineer as partners in a partnership or joint venture for any purpose whatsoever.

16. NON-LIABILITY OF CITY PERSONNEL: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

18. RECORDS: The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.

19. SURVIVAL OF WARRANTIES: All warranties and representations of the Consultant hereunder shall survive final payment and acceptance of the work.

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

22. NONRESIDENT/FOREIGN CONTRACTORS. The Consultant shall procure and maintain during the life of this contract:

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. INTELLECTUAL PROPERTY RIGHTS: Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. CONTRACT LANGUAGE The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

25. CHANGE ORDERS: Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

26. CITY OWNERSHIP AND PROPRIETARY INFORMATION – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. TERMINATION. The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

28. COMPLIANCE WITH LAW. This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

29. EFFECTIVE DATE: The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

30. **WAIVER**: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

31. **SEVERABILITY**: All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

32. **UNEMPLOYMENT INSURANCE AND TAXES**: The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

33. **FORCE MAJEURE**: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

34. **CONDITION PRECEDENT**: This Agreement shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: Damien Boley, Mayor

ENGINEER :

By: _____

Title Branch Manager