

BILL No. 2022-14

RESOLUTION No. 2022-14

A RESOLUTION OF THE CITY OF WEST PLAINS, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH TOTH AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES REGARDING THE WATERLINE RELOCATION AT THE SAINT LOUIS BRIDGE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI AS FOLLOWS:

Section 1: The City Administrator is authorized and directed to execute a contract with Toth and Associates for professional engineering services regarding the waterline relocation at the Saint Louis Bridge.

Section 2: This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS 16TH DAY OF May, 2022.

CITY OF WEST PLAINS, MISSOURI

BY: Michael Tothliff  
MAYOR MICHAEL TOTHLIFF

ATTEST:

Allison Skinner  
CITY CLERK ALLISON SKINNER



May 6, 2022

To: Sam Anselm, City Administrator  
Allison Skinner, City Clerk

From: Jeff Hanshaw, Public Works Director

Re: Waterline Relocation Design and Permitting

### **Executive Summary**

The purpose of this resolution is to approve the engineering contract with Toth and Associates for engineering services regarding the waterline relocation at the Saint Louis Street Bridge.

### **Discussion**

A request for qualifications was sent out and we received responses from Smith & Co, Civil Engineering Associates, and Toth & Associates. After reviewing the statement of qualifications, Toth was the best fit for this project.

This contract covers the engineering services necessary for the waterline relocation that is a part of the Saint Louis bridge reconstruction project.

The project which will consist of seven (7) tasks split into two categories. Task 1 is water modeling and is guaranteed to take place to identify if the existing water line can be removed without replacement.

TASK 1: Water Modeling

Tasks 2-7 will only take place if it is determined that the existing waterline needs to be replaced.

TASK 2: Survey

TASK 3: Water System Improvement Plans

TASK 4: Permitting

TASK 5: Bidding

TASK 6: Engineering During Construction

TASK 7: Construction Observation

### **Fiscal Impact**

Task 1: Lump sum fee of \$2,000

Tasks 2-7: Will only be billed if it is determined to be necessary and then at the Toth and Associates hourly rate for the activities.

It is recommended to approve the contract for the electric engineering contract with Toth and Associates.

## WORK AUTHORIZATION AGREEMENT

Toth and Associates, Inc. (hereinafter called the CONSULTANT), is pleased to provide the services described below. The purpose of this sheet is to obtain your authorization for the work requested and confirm the terms under which these services are provided and the conditions of agreement.

Compensation for services will be as indicated below. If the CONSULTANT is required to modify the scope of work at the CLIENT's request or it is determined during the execution of the work that a modification of scope is required, the CONSULTANT will promptly seek a mutually agreeable revision of the scope of work and associated fees or estimate.

Please note that the "Standard Provisions of Agreement" attached to this Work Authorization Agreement shall be incorporated as part of the agreement.

### Project Information:

PROJECT NAME: St. Louis Street Bridge Water Main Relocation

PROJECT LOCATION: West Plains, Missouri DATE: May 3, 2022

### Client Information:

CLIENT: City of West Plains, Missouri

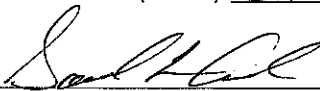
ADDRESS: 1910 Holiday Lane West Plains, Missouri 65775

PHONE NUMBER: 417-256-7176 ATTN: \_\_\_\_\_

### Work Authorized By:

By signing below, CLIENT affirms that the CLIENT has read and understood the Standard Provisions of Agreement that appear on the next page.

CLIENT NAME AND TITLE (PRINT): SAMUEL L. ANSELMY, CITY ADMINISTRATOR

SIGNATURE:  DATE: 5/18/2022

CONSULTANT NAME AND TITLE (PRINT): Matt Miller, Vice President

SIGNATURE:  DATE: 5/3/2022

## SCOPE OF WORK

### Project Understanding:

Our understanding is that the project generally consists of the relocation of an existing water main to accommodate the reconstruction of the St. Louis Street Bridge over Howell Creek. The following tasks further describe the scope of work to be provided by the CONSULTANT for this project.

### Task 1: Water Modeling

The CONSULTANT will utilize the existing City of West Plains WaterCAD Model in order to determine if the existing water main crossing Howell Creek near the St. Louis Street Bridge can be removed from service without a negative impact to the functionality of the City's water distribution system. It is anticipated that the model will indicate that no negative impact will occur. This information will be provided to the City to guide decisions regarding the relocation of the water main.

The CONSULTANT will evaluate options for relocating the existing water main and provide these options to the City. The CONSULTANT shall provide an opinion of probable construction costs for the CLIENT's use in planning/budgeting for the project.

The following task outline possible services to be provided based on if the City chooses to relocate the existing water main and if the CLIENT chooses to self-perform the work.

### Task 2: Survey

#### *A. Topographic Survey*

The CONSULTANT will prepare a topographic survey for the project area. The topographic survey shall include contours at an interval of one-foot, existing site improvements including buildings, walks, drives, and known utilities as located by One-Call. Survey data shall be tied to NAVD 1988 vertical datum and horizontally to the Missouri State Plane coordinate system NAD 1983 Central Zone – US Survey Feet.

Information provided in the topographic survey concerning the type and location of underground utilities is not guaranteed to be accurate or all inclusive. Only information provided to the CONSULTANT by the local One-Call system and/or the CONSULTANTS own field investigation will be depicted.

#### *B. Right of Way and Property Boundary Determination*

The CONSULTANT will determine the location of the existing right of way along the proposed watermain extension as well as the property boundary lines for the properties proposed to be impacted by the project. All necessary title work will be provided by the CLIENT or collected by the CONSULTANT as a pass-through expense.

### Task 3: Water System Improvement Plans

The CONSULTANT will prepare design documents consisting of construction drawings and specifications for a proposed water main relocation along the proposed route. The design drawings and specifications shall be prepared in accordance with the CLIENT's design guidelines for public improvements and the MoDNR requirements for public drinking water systems. The CONSULTANT will complete the design documents and meet with the CLIENT to review the final plans prior to bidding (if necessary).

### Task 4: Permitting

The CONSULTANT will prepare the required Missouri Department of Natural Resources' (MoDNR) Application for Construction Permit for the watermain extension. The permits will be completed and submitted to MoDNR for approval. The CLIENT will be responsible to review the applications, sign all applicable portions of the permits, and pay the application fees. The application fees can be billed to the CLIENT by the CONSULTANT as a reimbursable expense.

### Task 5: Bidding

#### A. *Public Bidding of the Project*

The CONSULTANT will publicly advertise the project for bids and issue interested contractors electronic contract documents. The contract documents will include bidding documents, construction drawings, technical specifications, temporary and permanent easements. The CONSULTANT will keep an updated planholder's list during the bidding phase. The CONSULTANT will answer questions from contractor(s) during the bidding process.

#### B. *Bidding and Contract Documents*

The CONSULTANT will prepare bidding and contract documents (front-end documents) to be utilized for publicly bidding the project. The CONSULTANT will incorporate the front-end documents into the bidding package.

#### C. *Addenda*

The CONSULTANT will issue addenda to the contract documents as required during bidding.

#### D. *Bid Opening*

The CONSULTANT will schedule and conduct a bid opening for the project.

#### E. *Review of Bids*

The CONSULTANT will review the bids submitted by the interested parties, prepare a bid tabulation, and formulate a recommendation to the CLIENT.

## Task 6: Engineering During Construction

### A. *Shop Drawings*

Shop drawings provided by the contractor(s) on the project will be reviewed by the CONSULTANT for conformance with the contract documents.

### B. *Pay Requests*

Pay Requests provided by the contractor(s) on the project will be reviewed by the CONSULTANT for conformance with the contract documents. The CONSULTANT will make recommendations to the CLIENT regarding payment.

### C. *Change Orders*

The CONSULTANT will review and process change orders on the project as required.

### D. *Questions During Construction*

The CONSULTANT will answer questions from the CLIENT and the contractor(s) regarding the project, design, and construction of the project during construction.

### E. *Meetings*

The CONSULTANT will attend meetings with the CLIENT and their staff, property owners, regulatory bodies, and the contractor(s) as necessary during construction.

## Task 7: Construction Observation

### A. *Resident Project Representative*

The CONSULTANT will provide a Resident Project Representative during the construction of the project on an hourly basis as needed basis at the CLIENT's request.

## CONSULTANT FEES

1. Task 1 of the above Scope of Work will be provided for a lump sum fee as outlined below:

TASK 1: Water Modeling	\$2,000
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2. Tasks 2 through 7 of the above Scope of Work will be provided on an as needed basis, at the request of the CLIENT, at our Base Hourly Rates. Estimates of cost to complete each Task can be provided to the CLIENT prior to authorization of each Task.

TASK 2: Survey
TASK 3: Water System Improvement Plans
TASK 4: Permitting
TASK 5: Bidding
TASK 6: Engineering During Construction
TASK 7: Construction Observation

3. Additional services can be completed as requested by the CLIENT. Additional services will be charged at our Base Hourly Rates or billed at a mutually agreed upon fee to be determined based on the scope of the additional work.
4. CLIENT shall pay the CONSULTANT for Reimbursable Expenses as follows:

Mileage	IRS Rate
Per Diem	\$35.00/Day
Postage	Actual Cost
Title Searches	Actual Cost
Recording Fees	Actual Cost
Permit Fees	Actual Cost

## STANDARD PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant.
2. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
3. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control.
4. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall only act as an advisor in all governmental relations.
5. If the Scope of Work includes services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items:
  - (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.
6. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant.
7. All services provided pursuant to this agreement may be used by Client only for the project described on the face hereof.
8. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only.
9. Consultant does not warrant its work except that it was performed pursuant to generally accepted standards of practice in effect at the time of performance. However, Consultant shall perform its duties hereunder on a best professional efforts basis, consistent with generally accepted industry standards or, in the absence of generally accepted industry standards, consistent with the state of the art within the industry; but Consultant's liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Consultant's work under this Agreement shall be limited to defects arising out of its sole negligence and further limited to the correction of defects in work originally undertaken by Consultant, by Consultant re-performing the defective portion of the work without additional cost to Client, provided Consultant is notified by Client in writing of such defect within ninety (90) days after completion of Consultant's work under each separately assigned project undertaken pursuant to this Agreement and any amendments thereto, and such notice specifically includes a request for re-performance. However, Consultant shall not be liable for any other cost, including but not limited to, replacement materials, equipment or labor incurred by Client in connection with the correction of any such defect. The Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall be limited to the amount of Compensation as identified in the Agreement.
10. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
11. In the event that changes are made in the plans and specifications by Client or by any person other than Consultant, which changes affect Consultant's work, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. **CLIENT AGREES TO INDEMNIFY CONSULTANT AGAINST ANY AND ALL LIABILITY, LOSS, COSTS, DAMAGES, FEES OF ATTORNEYS, AND OTHER EXPENSES WHICH CONSULTANT MAY SUSTAIN OR INCUR AS A RESULT OF SUCH UNCONSENTED CHANGES.**
12. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, **CLIENT WILL DEFEND, INDEMNIFY, AND HOLD CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM OR RESULTING FROM THE PERFORMANCE OF CONSTRUCTION REVIEW BY OTHER PERSONS.**
13. **CLIENT AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CLIENT FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CONSULTANT AS LIMITED ABOVE.**
14. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement. In the event Client disputes any invoice item, Client shall give Consultant verbal notice followed by written confirmation of such disputed item within twenty (20) days after receipt of invoice, and shall apply for payment to Consultant the undisputed portion of the invoice according to the provisions hereof. If no written confirmation is received, the entire invoice amount is due and payable.
15. Client agrees to pay a late payment charge of 1-1/2% per month applied to any unpaid balance commencing thirty (30) days after the date of the original billing. 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.
16. Client agrees that if Client requests incidental or additional services not specified, Client agrees to pay for all such services as extra work. Any revisions to the project details, scope, or concept following Client or governmental agency acceptance may result in additional work for the Consultant. Client agrees to pay for such additional services.
17. Client shall pay the costs of governmental fees and third party charges such as soils engineering fees, material testing fees, blueprints and reproductions, and all other charges to Consultant on this project not specifically covered by the terms of this agreement.
18. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
19. This agreement shall be governed by, construed and enforced in all respects by the laws of the State of Missouri. Exclusive jurisdiction and venue for any action or proceeding arising out of this Agreement shall lie exclusively in the Circuit Courts of Greene County, Missouri to which the Client irrevocably submits and which venue the Client waives to the fullest extent permitted by law, including any defense asserting an inconvenient forum in connection therewith.
20. The obligation to provide further services under this Agreement may be terminated by either party upon five days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
21. Notwithstanding anything in this Agreement to the contrary, it is agreed that Consultant shall not be liable in any event for any special or consequential damages suffered by Client and arising out of the engineering, design, construction, management or operation of any project. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of profit, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort, warranty or strict liability.
22. As additional security to Consultant, and as additional consideration for services rendered by Consultant, the person authorizing this Agreement for the Client agrees to personally and faithfully guaranty payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The person authorizing this Agreement for the Client waives notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.





Unit Fee Schedule

**Base Hourly Rates**

The following "Base" hourly charges will be applicable for services provided:

Engineer Principal .....	\$235
Engineer PE-3.....	\$215
Project Manager-3	
Engineer PE-2.....	\$195
Engineer-3	
Project Manager-2	
Rate Analyst-3	
Two-Man Survey Crew	
Construction Review-2.....	\$180
Project Manager-1	
ROW Administrator	
Construction Review-1.....	\$165
Designer-4	
Engineer PE-1	
Engineer-2	
Grants-3	
One-Man Survey Crew	
Professional Land Surveyor	
ROW-2	
Designer-3.....	\$150
Rate Analyst-2	
ROW-1	
Contract and Procurement-2 .....	\$135
Designer-2	
Engineer-1	
GIS-3	
Grants-2	
Project Administrator-2	
Drafter-3 .....	\$120
GIS-2	
Survey Technician	
Contract and Procurement-1 .....	\$110
Designer-1	
Project Administrator-1	
Rate Analyst-1	
Drafter-2 .....	\$100
Field Representative-3	
GIS-1	
Grants-1	
Drafter-1 .....	\$80
Field Representative-2	
GIS Aide	
Staff Assistant	
Field Representative-1 .....	\$70

**Expenses**

MILEAGE and LODGING\* - will be charged at the allowable rate as established by the IRS.

MEALS\* - current TA allowance to include three (3) meals: \$35.00

\* Daily expenses may be billed at direct cost for lodging and meals.