



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: April 21, 2020

Re: Agreements for On-Call Engineering Services

EXECUTIVE SUMMARY: Requests for Qualifications for on-call engineering services were mailed to prospective firms in March, 2020. These services are used by the City in reviewing preliminary plats, site plans and providing engineering assistance on City infrastructure issues and projects on an as needed basis.

DISCUSSION: Qualification statements were received from the following firms:

1. ENGINEERING SURVEYS & SERVICES
2. ALLSTATE CONSULTANTS
3. KLINGNER & ASSOCIATES
4. BARTLETT & WEST
5. MECO ENGINEERING
6. MCCLURE

All firms were deemed to be qualified to perform services needed by the City, and staff recommends that all firms be placed on the qualified engineers list for utilization on an as needed basis.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years):

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation for the City to enter into agreements with the above mentioned firms as per the attached agreement.

4-21-2020

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR GENERAL ON-CALL ENGINEERING
SERVICES WITH ENGINEERING SURVEY'S & SERVICES

WHEREAS, the City of Ashland requested qualifications and proposal's for engineering services for general on-call engineering services; and

WHEREAS, the City Staff has reviewed the qualifications and proposal's and has recommended Engineering Survey's & Services.

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

The Board of Aldermen authorizes the Mayor to enter into the agreement with Engineering Survey's & Services for engineering services for general on-call engineering services.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ASHLAND, MISSOURI AND
ENGINEERING SURVEYS & SERVICES**

THIS AGREEMENT (hereinafter "Agreement") between the City of Ashland, Missouri, a municipal corporation (hereinafter "City") and Engineering Surveys & Services, with an address of 1113 Fay Street, Columbia, Mo. 65201 (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH

WHEREAS, City desires to engage Consultant to render certain professional services as outlined in the Scope of Work and Fee Schedule in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Services. City agrees to engage the services of Consultant and Consultant agrees to perform the professional services outlined in Exhibit A. City may add to Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of City. All such directives and changes shall be in written form and prepared and approved by the City Administrator and shall be accepted and countersigned by Consultant.

2. Subcontracts. Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. Term. The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement

4. Payment. The City agrees to pay the Consultant on an hourly basis and per task at the rates set forth in Exhibit A attached hereto in a total amount not to exceed the sum of Twenty Five Thousand Dollars (\$25,000.00), which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Consultant shall submit a monthly invoice to City setting forth the amounts due and payable for services rendered and City shall make payment, or notify Consultant of any dispute relating to amounts due, within thirty (30) days following the submission of such invoice. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

5. Termination. City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work

performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to City within thirty (30) days of the termination date.

6. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Ashland
City Administrator
109 E. Broadway
Ashland, MO 65010

If to CONSULTANT:

Engineering Surveys & Services
% Josh Lehmen
1113 Fay Street
Columbia, MO. 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. Employment of Unauthorized Aliens Prohibited. Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services, Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Ashland, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Ashland from the City of Ashland's own negligence.

14. Professional Oversight Indemnification. Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

17. General Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work and Fee Schedule.

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF ASHLAND, MISSOURI

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Treasurer

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Secretary or Witness

Name: _____

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE



RFQ TITLE: On-Call Engineering Services

ISSUE DATE: March 13, 2020

RETURN PROPOSAL NO LATER THAN: 2:00 p.m., April 1, 2020

DELIVERY INSTRUCTIONS: Clearly print or type On Call Engineering Services Proposal on the outside of a SEALED envelope or package. Proposals may be mailed or delivered to Office of the City Administrator, Attn: Tony St. Romaine, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

The offeror hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for qualifications for On-Call Engineering Services for the City of Ashland (hereinafter referred to as City) as set forth herein. These services are intended to complement and augment capabilities that are otherwise unavailable to the City.

In order to provide timely and efficient design and construction of City projects and complete private development review, City staff needs to be periodically augmented. The City of Ashland needs specialized expertise in the engineering fields, as described below in Section II, Scope of Work, not expected to exceed \$20,000 per work order.

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Tony St. Romaine, City Administrator, at cityadmin@ashlandmo.us.

Any oral responses to any question shall be unofficial and not binding on the City of Ashland. An Addendum to this RFP providing the City of Ashland's official response will be issued if necessary to all known prospective offerors.

VALIDITY OF PROPOSALS:

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Ashland reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Ashland to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any Respondent may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Ashland's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Ashland, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFQ becomes the property of The City of Ashland. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Ashland shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Ashland and the Respondent will include by reference:

- Respondent's Response to the RFQ
- The City Issued RFQ with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the City Administrator. No other individual is authorized to modify the agreement in any manner.

2. PERIOD OF SERVICES:

The contract shall be effective from date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

3. SCOPE OF SERVICES:

Consultant shall provide engineering services to the City of Ashland on an on-call basis. The general scope of services needed by the City of Ashland typically fall into the following categories:

- Design, review, coordination, administration, and construction engineering and technical support of Public Works projects by consultant from their office.
- Supplemental review of private development by consultant at their office. (Consultant will not review any private development project in which the consulting firm has provided services to the developer on that project.)

The general engineering and technical areas of service required by City may include, but are not limited to:

- Surveying and mapping
- Civil
- Geological/Geotechnical
- Water/wastewater/storm water/drainage
- Street and roadway
- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
- CADD

- Construction plans and specifications
- Estimating
- Construction support

4. EVALUTION AND AWARD PROCESS:

The basis of award will be to the top firms receiving the most points based on the following criteria:

- 1) Qualifications of the consultant and firm. (MAXIMUM 5 POINTS AVAILABLE)
- 2) Past experience of the consulting firm related to on-call services. (MAXIMUM 3 POINTS AVAILABLE)
- 3) Past Performance/references. (MAXIMUM 2 POINTS AVAILABLE)

The City of Ashland hereby notifies that it will affirmatively ensure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Ashland is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

5. INSURANCE REQUIREMENTS:

The successful Respondent shall obtain and maintain insurance coverage naming the City as additional insured in amounts acceptable to the City.

6. PROPOSAL SUBMISSION:

In submitting the Statement of Qualifications, your firm acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Commission action approving or disapproving any proposed agreement. The City may accept or reject any proposal or proposed agreement without limitation. Nothing in this RFQ or in subsequent negotiations creates any vested rights in any person.

Statements that do not address the items listed in this section will be considered incomplete and will be deemed non-responsive by the City.

A. Letter of Transmittal

B. Narrative

1. Brief resumes of the "Principal-in Charge" and the key technical personnel to be assigned to projects.
2. A description of the services available from your firm that would be used to support oncall service needs of the City. Describe how your firm would use existing staff and services to meet the needs of the City in support of planning, design, permitting, and construction of various Capital projects.

C. References

Provide names and telephone numbers of at least three references willing to attest to your firm's ability to complete projects on time and within budget.

Three (3) copies of the complete Statement of Qualifications are due to the City of Ashland, 109 E. Broadway, Ashland, MO 65010 prior to 2:00 p.m. on April 1, 2020. Proposals may be hand-delivered, mailed, or delivered by courier. Facsimiles and emailed proposals WILL NOT be accepted, and considered non-responsive to this RFQ. Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.

Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals
Analytical and Materials Laboratories

Columbia (573) 449-2646
Jefferson City (573) 636-3303
Sedalia (660) 826-8618
Wildwood (314) 254-4498

ess@ess-inc.com
www.ess-inc.com

FEE SCHEDULE

January 1, 2020

Service of:	Rate:
Senior Professional Engineer	\$ 150 / hour
Professional Engineer	\$ 130 / hour
Engineer Intern	\$ 90 / hour
Professional Land Surveyor	\$ 130 / hour
Technician (Survey or CAD)	\$ 68 / hour
Concrete Technician	\$ 55 / Hour
Soils Technician	\$ 60 / hour
Special Inspector	\$ 80 / hour
AWS Certified Weld Inspector (Senior)	\$ 115 / hour
AWS Certified Weld Inspector	\$ 85 / hour
Chemist	\$ 70 / hour
Administrative Assistant	\$ 55 / hour
Survey - Stakes	\$ 0.30 / each
Survey - Iron Pins	\$ 3.50 / each
Survey - Fence Posts	\$ 7 / each
Drill Rig and other equipment	By Quote
Large Format Copies	\$ 3.50 / each
Photocopies –	
8 ½" x 11" single-sided, black & white	\$ 0.25 / each
8 ½" x 11" single-sided, color	\$ 0.50 / each
11" x 17" single-sided, black & white	\$ 1.00 / each
Travel	\$ 0.60 / mile
Per Diem	\$ 30 / day
Lodging	Cost

NOTES:

1. Overtime charges are at 1.4 times above rates.
2. Scheduled construction phase services and/or field observations will be charged at a 2-hour minimum.
3. Weekend work will be charged at a 2-hour minimum overtime.

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MATERIALS LABORATORY TESTING FEE SCHEDULE

January 1, 2020

The testing services shown herein represent the majority of tests that can be performed "in-house". Please call our office to discuss services and/or tests that are not shown on this Fee Schedule. We reserve the right to add, delete, or otherwise alter the information contained herein without notice, but will honor commitments previously made.

Concrete

Cast Specimen	Cylinder - Compressive Strength (6 x 12)	\$ 16.00 / ea.
	Cylinder - Compressive Strength (4 x 8)	\$ 14.50 / ea.
	Concrete Beam - Flexural Strength	\$ 45.00 / ea.
	Mortar Cube - Compressive Strength	\$ 21.00 / ea.
	Grout/Prism - Compressive Strength	\$ 23.00 / ea.
	Cylinder - Compressive Strength Cast by Others	\$ 21.50 / ea.
	Cylinder Held (spare)	\$ 5.00 / ea.
	Cylinder Mold	\$ 2.00 / ea.
	Mix Design (single point)	\$ 750.00 / ea.
	Mix Design (three point)	\$ 1,450.00 / ea.
	Mix Design (single point FAA)	\$ 950.00 / ea.
	Mix Design (three point FAA)	\$ 2,050.00 / ea.
	Chloride Ion Content (ASTM C 1218)	\$ 200.00 / ea.
	Cylinder Pickup Made by Others	\$ Hourly
	Slump, Air, Cylinders	\$ Hourly
Cores	Core Drilling and Testing	\$ Hourly
	Concrete/Asphalt Core Drill	\$ 185.00 / hr.
	Generator	\$ 100.00 / hr.
	Special Handling of Cores or Irregular Size Specimens	\$ 36.00 / ea.

Asphalt

	Core Density	\$ 40.00 / ea.
	Extraction Test for Oil	\$ 230.00 / ea.
	Sieve Analysis of Extracted Agg. & Extraction Test for Oil	\$ 330.00 / ea.

Structural Steel

	Structural Weld and Bolt Inspection	\$ Hourly
	Ultra-Sonic Weld Testing Equipment	\$ 175.00 / day
	Magnetic Particles or Dye Penetration	\$ Hourly

Aggregate

Particle Size	Sieve Analysis, dry	\$ 74.00 / ea.
	Sieve Analysis, wet	\$ 83.00 / ea.
	Finer than #200 by Washing	\$ 52.00 / ea.
Weight Properties	Specific Gravity & Absorption	\$ 101.00 / ea.
	Unit Weight	\$ 56.00 / ea.
Impurities	Organic Impurities in Fine Aggregate (colorimetric)	\$ 38.00 / ea.
	Lightweight Pieces (coal & lignite)	\$ 84.00 / ea.
	Clay Lumps & Friable Particles	\$ 56.00 / ea.
	Chert Content of Coarse Aggregate	\$ 125.00 / ea.
	Deleterious Materials	\$ 125.00 / ea.
	Thin or Elongated Pieces in Course Aggregate	\$ 84.00 / ea.
Rock Quality	Soundness by Sodium or Magnesium Sulfate (5 cycles)	\$ 305.00 / ea.
	Freeze-Thaw	\$ 700.00 / ea.
	L.A. Abrasion of Course Aggregate	\$ 200.00 / ea.

Soil

Classification Tests	Moisture Content	\$ 10.00 / ea.
	Particle-Size Analysis, Wet Sieve	\$ 98.00 / ea.
	Particle-Size Analysis, Hydrometer	\$ 84.00 / ea.
	Material finer than #200	\$ 70.00 / ea.
	Specific Gravity	\$ 70.00 / ea.
	Atterberg Limits	\$ 56.00 / ea.
	Shrinkage Limit	\$ 80.00 / ea.
	Dry Density of undisturbed sample	\$ 34.00 / ea.
	Fractional Organic Carbon	\$ 70.00 / ea.
Shear	Unconfined Compression Test (qu)	\$ 53.00 / ea.
	Triaxial (Q), multistage	\$ 350.00 / ea.
Compressibility Tests	Consolidation	\$ 450.00 / ea.
	Swell	\$ 205.00 / ea.
Compaction Tests	Standard Proctor	\$ 140.00 / ea.
	Modified Proctor	\$ 170.00 / ea.
	Field Density Testing	\$ Hourly
	Field Density Testing - Nuclear Meter	\$ 13.00 / hr.
	CBR	\$ 300.00 / ea.
	Flex-Wall Permeability	\$ 320.00 / ea.
	Falling-Head Permeability	\$ 260.00 / ea.
Geotechnical Drilling	Equipment and Crew	\$ Quote
	3" Shelby Tubes	\$ 18.00 / ea.
	Sample Jars	\$ 3.00 / ea.
	Special Sample Preparation	\$ Hourly



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: April 21, 2020

Re: Agreements for On-Call Engineering Services

EXECUTIVE SUMMARY: Requests for Qualifications for on-call engineering services were mailed to prospective firms in March, 2020. These services are used by the City in reviewing preliminary plats, site plans and providing engineering assistance on City infrastructure issues and projects on an as needed basis.

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Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation for the City to enter into agreements with the above mentioned firms as per the attached agreement.

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PROFESSIONAL ENGINEERING SERVICES FOR GENERAL ON-CALL ENGINEERING
SERVICES WITH ALLSTATE CONSULTANTS

WHEREAS, the City of Ashland requested qualifications and proposal's for engineering services for general on-call engineering services; and

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Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

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performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to City within thirty (30) days of the termination date.

6. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Ashland
City Administrator
109 E. Broadway
Ashland, MO 65010

If to CONSULTANT:

Allstate Consultants
% Wes Bolton
3312 LeMone Industrial Boulevard
Columbia, MO. 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. Employment of Unauthorized Aliens Prohibited. Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services, Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Ashland, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Ashland from the City of Ashland's own negligence.

14. Professional Oversight Indemnification. Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

17. General Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work and Fee Schedule.

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF ASHLAND, MISSOURI

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Treasurer

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Secretary or Witness

Name: _____

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE



RFQ TITLE: On-Call Engineering Services

ISSUE DATE: March 13, 2020

RETURN PROPOSAL NO LATER THAN: 2:00 p.m., April 1, 2020

DELIVERY INSTRUCTIONS: Clearly print or type On Call Engineering Services Proposal on the outside of a SEALED envelope or package. Proposals may be mailed or delivered to Office of the City Administrator, Attn: Tony St. Romaine, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

The offeror hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for qualifications for On-Call Engineering Services for the City of Ashland (hereinafter referred to as City) as set forth herein. These services are intended to complement and augment capabilities that are otherwise unavailable to the City.

In order to provide timely and efficient design and construction of City projects and complete private development review, City staff needs to be periodically augmented. The City of Ashland needs specialized expertise in the engineering fields, as described below in Section II, Scope of Work, not expected to exceed \$20,000 per work order.

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Tony St. Romaine, City Administrator, at cityadmin@ashlandmo.us.

Any oral responses to any question shall be unofficial and not binding on the City of Ashland. An Addendum to this RFP providing the City of Ashland's official response will be issued if necessary to all known prospective offerors.

VALIDITY OF PROPOSALS:

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Ashland reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Ashland to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any Respondent may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Ashland's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Ashland, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFQ becomes the property of The City of Ashland. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Ashland shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Ashland and the Respondent will include by reference:

- Respondent's Response to the RFQ
- The City Issued RFQ with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the City Administrator. No other individual is authorized to modify the agreement in any manner.

2. PERIOD OF SERVICES:

The contract shall be effective from date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

3. SCOPE OF SERVICES:

Consultant shall provide engineering services to the City of Ashland on an on-call basis. The general scope of services needed by the City of Ashland typically fall into the following categories:

- Design, review, coordination, administration, and construction engineering and technical support of Public Works projects by consultant from their office.
- Supplemental review of private development by consultant at their office. (Consultant will not review any private development project in which the consulting firm has provided services to the developer on that project.)

The general engineering and technical areas of service required by City may include, but are not limited to:

- Surveying and mapping
- Civil
- Geological/Geotechnical
- Water/wastewater/storm water/drainage
- Street and roadway
- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
- CADD

- Construction plans and specifications
- Estimating
- Construction support

4. EVALUATION AND AWARD PROCESS:

The basis of award will be to the top firms receiving the most points based on the following criteria:

- 1) Qualifications of the consultant and firm. (MAXIMUM 5 POINTS AVAILABLE)
- 2) Past experience of the consulting firm related to on-call services. (MAXIMUM 3 POINTS AVAILABLE)
- 3) Past Performance/references. (MAXIMUM 2 POINTS AVAILABLE)

The City of Ashland hereby notifies that it will affirmatively ensure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Ashland is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

5. INSURANCE REQUIREMENTS:

The successful Respondent shall obtain and maintain insurance coverage naming the City as additional insured in amounts acceptable to the City.

6. PROPOSAL SUBMISSION:

In submitting the Statement of Qualifications, your firm acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Commission action approving or disapproving any proposed agreement. The City may accept or reject any proposal or proposed agreement without limitation. Nothing in this RFQ or in subsequent negotiations creates any vested rights in any person.

Statements that do not address the items listed in this section will be considered incomplete and will be deemed non-responsive by the City.

A. Letter of Transmittal

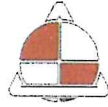
B. Narrative

1. Brief resumes of the "Principal-in Charge" and the key technical personnel to be assigned to projects.
2. A description of the services available from your firm that would be used to support oncall service needs of the City. Describe how your firm would use existing staff and services to meet the needs of the City in support of planning, design, permitting, and construction of various Capital projects.

C. References

Provide names and telephone numbers of at least three references willing to attest to your firm's ability to complete projects on time and within budget.

Three (3) copies of the complete Statement of Qualifications are due to the City of Ashland, 109 E. Broadway, Ashland, MO 65010 prior to 2:00 p.m. on April 1, 2020. Proposals may be hand-delivered, mailed, or delivered by courier. Facsimiles and emailed proposals WILL NOT be accepted, and considered non-responsive to this RFQ. Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.



**ALLSTATE
CONSULTANTS**

2020 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$180.00
ENGINEER III	\$150.00
ENGINEER II.....	\$140.00
ENGINEER I.....	\$125.00
WATER QUALITY SCIENTIST III	\$145.00
WATER QUALITY SCIENTIST II	\$115.00
WATER QUALITY SCIENTIST I	\$75.00
PROJECT SCIENTIST III.....	\$140.00
INVESTIGATIVE ENGINEER III	\$225.00
INVESTIGATIVE ENGINEER II.....	\$200.00
INVESTIGATIVE ENGINEER I.....	\$170.00
TECHNICIAN VI/SURVEYOR III	\$135.00
TECHNICIAN V/SURVEYOR II.....	\$125.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$110.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$91.00
TECHNICIAN II	\$75.00
TECHNICIAN I.....	\$55.00
TECHNICIAN	\$36.00
SURVEY CREW (1 MAN).....	\$135.00
SURVEY CREW (2 MEN).....	\$160.00
SURVEY CREW (3 MEN).....	\$185.00
INVESTIGATOR IV.....	\$130.00
INVESTIGATOR III	\$120.00
INVESTIGATOR II.....	\$95.00
INVESTIGATOR I.....	\$77.00
EXPERT TESTIMONY II.....	\$365.00
EXPERT TESTIMONY I.....	\$235.00
DRILL RIG CREW (2 MEN)	\$165.00
DRILL RIG CREW WITH GROUTER (2 MEN)	\$185.00
GPS RECEIVERS/DRONE (PER UNIT)	\$130.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$55.00/day
ATV (PER UNIT).....	\$130.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850
Allstate/files/allstate/wage rates

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
816-895-2310

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	\$3.00/mile
Mobilization of Water Truck or Support Vehicle	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance	Actual Cost
For Actual Cost of Sub Contracted Items	See Attached

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure)	\$200.00/test
Swell Potential and Swell Pressure	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
816-895-2310

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

A handwritten signature in black ink, appearing to read "Tony St Romaine", is written over the "From:" line.

Board Meeting Date: April 21, 2020

Re: Agreements for On-Call Engineering Services

EXECUTIVE SUMMARY: Requests for Qualifications for on-call engineering services were mailed to prospective firms in March, 2020. These services are used by the City in reviewing preliminary plats, site plans and providing engineering assistance on City infrastructure issues and projects on an as needed basis.

DISCUSSION: Qualification statements were received from the following firms:

1. ENGINEERING SURVEYS & SERVICES
2. ALLSTATE CONSULTANTS
3. KLINGNER & ASSOCIATES
4. BARTLETT & WEST
5. MECO ENGINEERING
6. MCCLURE

All firms were deemed to be qualified to perform services needed by the City, and staff recommends that all firms be placed on the qualified engineers list for utilization on an as needed basis.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years):

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation for the City to enter into agreements with the above mentioned firms as per the attached agreement.

4-21-2020

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR GENERAL ON-CALL ENGINEERING SERVICES WITH KLINGNER & ASSOCIATES, P.C.

WHEREAS, the City of Ashland requested qualifications and proposal's for engineering services for general on-call engineering services; and

WHEREAS, the City Staff has reviewed the qualifications and proposal's and has recommended Klingner & Associates, P.C.

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

The Board of Aldermen authorizes the Mayor to enter into the agreement with Klingner & Associates, P.C. for engineering services for general on-call engineering services.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ASHLAND, MISSOURI AND
KLINGNER & ASSOCIATES, P.C.**

THIS AGREEMENT (hereinafter "Agreement") between the City of Ashland, Missouri, a municipal corporation (hereinafter "City") and Klingner & Associates, P.C. with an address of 907 East Ash Street, Columbia, Mo. 65201 (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH

WHEREAS, City desires to engage Consultant to render certain professional services as outlined in the Scope of Work and Fee Schedule in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Services. City agrees to engage the services of Consultant and Consultant agrees to perform the professional services outlined in Exhibit A. City may add to Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of City. All such directives and changes shall be in written form and prepared and approved by the City Administrator and shall be accepted and countersigned by Consultant.

2. Subcontracts. Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. Term. The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement

4. Payment. The City agrees to pay the Consultant on an hourly basis and per task at the rates set forth in Exhibit A attached hereto in a total amount not to exceed the sum of Twenty Five Thousand Dollars (\$25,000.00), which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Consultant shall submit a monthly invoice to City setting forth the amounts due and payable for services rendered and City shall make payment, or notify Consultant of any dispute relating to amounts due, within thirty (30) days following the submission of such invoice. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

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contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to City within thirty (30) days of the termination date.

6. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Ashland
City Administrator
109 E. Broadway
Ashland, MO 65010

If to CONSULTANT:

Klingner & Associates, P.C.
% Eric Barnes
907 East Ash Street
Columbia, Mo. 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. Employment of Unauthorized Aliens Prohibited. Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services, Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

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12. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Ashland, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Ashland from the City of Ashland's own negligence.

14. Professional Oversight Indemnification. Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

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16. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

17. General Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work and Fee Schedule.

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF ASHLAND, MISSOURI

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Treasurer

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Secretary or Witness

Name: _____

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE



RFQ TITLE: On-Call Engineering Services

ISSUE DATE: March 13, 2020

RETURN PROPOSAL NO LATER THAN: 2:00 p.m., April 1, 2020

DELIVERY INSTRUCTIONS: Clearly print or type On Call Engineering Services Proposal on the outside of a SEALED envelope or package. Proposals may be mailed or delivered to Office of the City Administrator, Attn: Tony St. Romaine, 109 East Broadway, P.O. Box 135, Ashland, MO 65010 by the due date and time.

The offeror hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for qualifications for On-Call Engineering Services for the City of Ashland (hereinafter referred to as City) as set forth herein. These services are intended to complement and augment capabilities that are otherwise unavailable to the City.

In order to provide timely and efficient design and construction of City projects and complete private development review, City staff needs to be periodically augmented. The City of Ashland needs specialized expertise in the engineering fields, as described below in Section II, Scope of Work, not expected to exceed \$20,000 per work order.

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Tony St. Romaine, City Administrator, at cityadmin@ashlandmo.us.

Any oral responses to any question shall be unofficial and not binding on the City of Ashland. An Addendum to this RFP providing the City of Ashland's official response will be issued if necessary to all known prospective offerors.

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Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

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Any Respondent may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Ashland's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Ashland, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFQ becomes the property of The City of Ashland. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Ashland shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

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The final agreement between the City of Ashland and the Respondent will include by reference:

- Respondent's Response to the RFQ
- The City Issued RFQ with any addendums

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2. PERIOD OF SERVICES:

The contract shall be effective from date of award and continue for a one (1) year period. The City reserves the right to renew the contract for four (4) additional one-year periods under the same terms and conditions.

3. SCOPE OF SERVICES:

Consultant shall provide engineering services to the City of Ashland on an on-call basis. The general scope of services needed by the City of Ashland typically fall into the following categories:

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- Supplemental review of private development by consultant at their office. (Consultant will not review any private development project in which the consulting firm has provided services to the developer on that project.)

The general engineering and technical areas of service required by City may include, but are not limited to:

- Surveying and mapping
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- Geological/Geotechnical
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- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
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- Construction plans and specifications
- Estimating
- Construction support

4. EVALUATION AND AWARD PROCESS:

The basis of award will be to the top firms receiving the most points based on the following criteria:

- 1) Qualifications of the consultant and firm. (MAXIMUM 5 POINTS AVAILABLE)
- 2) Past experience of the consulting firm related to on-call services. (MAXIMUM 3 POINTS AVAILABLE)
- 3) Past Performance/references. (MAXIMUM 2 POINTS AVAILABLE)

The City of Ashland hereby notifies that it will affirmatively ensure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Ashland is an Equal Opportunity Employer and does not discriminate against any person, firm, partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

5. INSURANCE REQUIREMENTS:

The successful Respondent shall obtain and maintain insurance coverage naming the City as additional insured in amounts acceptable to the City.

6. PROPOSAL SUBMISSION:

In submitting the Statement of Qualifications, your firm acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Commission action approving or disapproving any proposed agreement. The City may accept or reject any proposal or proposed agreement without limitation. Nothing in this RFQ or in subsequent negotiations creates any vested rights in any person.

Statements that do not address the items listed in this section will be considered incomplete and will be deemed non-responsive by the City.

A. Letter of Transmittal

B. Narrative

1. Brief resumes of the "Principal-in Charge" and the key technical personnel to be assigned to projects.
2. A description of the services available from your firm that would be used to support oncall service needs of the City. Describe how your firm would use existing staff and services to meet the needs of the City in support of planning, design, permitting, and construction of various Capital projects.

C. References

Provide names and telephone numbers of at least three references willing to attest to your firm's ability to complete projects on time and within budget.

Three (3) copies of the complete Statement of Qualifications are due to the City of Ashland, 109 E. Broadway, Ashland, MO 65010 prior to 2:00 p.m. on April 1, 2020. Proposals may be hand-delivered, mailed, or delivered by courier. Facsimiles and emailed proposals WILL NOT be accepted, and considered non-responsive to this RFQ. Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.

SCHEDULE OF HOURLY RATES (Per Diem)
EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

Charges for professional services for projects which are not based upon a percentage of construction cost, cost plus fixed fee, lump sum fee, or payroll cost, shall be based upon the following per diem rates plus reimbursable expenses:

PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C4: Clerical	\$65.00
T-1 Technician I	\$60.00
T-2 Technician II	\$70.00
T-3 Technician III	\$81.00
T-4 Technician IV	\$91.00
T-5 Technician V	\$107.00
T-6 Technical Supervisor	\$124.00
A-1 Administrative Aide	\$53.00
A-2 Administrative Assistant	\$75.00
A-3 Administrative Manager	\$119.00
A-4 General Manager	\$122.00
P-1 Assistant Engineer/Architect/Surveyor/Planner	\$99.00
P-2 Intern Engineer/Architect/Surveyor/Planner	\$112.00
P-3 Engineer/Architect/Surveyor/Planner	\$124.00
P-4 Project Engineer/Architect/Surveyor/Planner	\$140.00
P-5 Senior Engineer/Architect/Surveyor/Planner	\$149.00
P-6 Proj./Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner	\$169.00
P-7 Director of Engineering/Architecture/Surveying/Planning	\$188.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning ...	\$210.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,000.00 per day plus reimbursable expenses.

REIMBURSABLE EXPENSES (partial listing)

Mileage (may adjust due to fuel fluctuations)	\$ 0.57½ per Mile
Reproduction (i.e. Prints, Copies, Plans, etc)	At Cost + 15%
Computer Aided Design/Drafting	\$ 15.00 per Hour
Global Positioning & Robotic Survey Equipment	\$ 26.00 per Hour
3D Scanner	\$200.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging	At Cost
Special Consultants	At Cost + 15%
Non-reusable Supplies	At Cost + 15%

LABOR RATE 01 effective 07-01-19
 Per Diem



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: April 21, 2020

Re: Agreements for On-Call Engineering Services

EXECUTIVE SUMMARY: Requests for Qualifications for on-call engineering services were mailed to prospective firms in March, 2020. These services are used by the City in reviewing preliminary plats, site plans and providing engineering assistance on City infrastructure issues and projects on an as needed basis.

DISCUSSION: Qualification statements were received from the following firms:

1. ENGINEERING SURVEYS & SERVICES
2. ALLSTATE CONSULTANTS
3. KLINGNER & ASSOCIATES
4. BARTLETT & WEST
5. MECO ENGINEERING
6. MCCLURE

All firms were deemed to be qualified to perform services needed by the City, and staff recommends that all firms be placed on the qualified engineers list for utilization on an as needed basis.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years):

Long Term Impact:

SUGGESTED BOARD ACTION:

Staff recommends approval of the legislation for the City to enter into agreements with the above mentioned firms as per the attached agreement.

4-21-2020

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR GENERAL ON-CALL ENGINEERING SERVICES WITH BARTLETT & WEST, INC.

WHEREAS, the City of Ashland requested qualifications and proposal's for engineering services for general on-call engineering services; and

WHEREAS, the City Staff has reviewed the qualifications and proposal's and has recommended Bartlett & West, Inc.

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

The Board of Aldermen authorizes the Mayor to enter into the agreement with Bartlett & West, Inc. for engineering services for general on-call engineering services.

Furthermore, the Board of Aldermen has agreed to the terms as set forth in the attached agreement, which by this reference is incorporated herein, as if more fully and completely set out as Exhibit "A".

Passed and adopted this _____ day of _____, 2020.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ASHLAND, MISSOURI AND
BARTLETT & WEST, INC.**

THIS AGREEMENT (hereinafter "Agreement") between the City of Ashland, Missouri, a municipal corporation (hereinafter "City") and Bartlett & West, Inc. with an address of 1719 Southridge Drive, Suite 100, Jefferson City, Mo. 65109 (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH

WHEREAS, City desires to engage Consultant to render certain professional services as outlined in the Scope of Work and Fee Schedule in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Services. City agrees to engage the services of Consultant and Consultant agrees to perform the professional services outlined in Exhibit A. City may add to Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of City. All such directives and changes shall be in written form and prepared and approved by the City Administrator and shall be accepted and countersigned by Consultant.

2. Subcontracts. Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. Term. The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement

4. Payment. The City agrees to pay the Consultant on an hourly basis and per task at the rates set forth in Exhibit A attached hereto in a total amount not to exceed the sum of Twenty Five Thousand Dollars (\$25,000.00), which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Consultant shall submit a monthly invoice to City setting forth the amounts due and payable for services rendered and City shall make payment, or notify Consultant of any dispute relating to amounts due, within thirty (30) days following the submission of such invoice. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

5. Termination. City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the

contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to City within thirty (30) days of the termination date.

6. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Ashland
City Administrator
109 E. Broadway
Ashland, MO 65010

If to CONSULTANT:

Bartlett & West, Inc.
% Steve Schultz
1719 Southridge Drive, Suite 100
Jefferson City, Mo. 65109

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. Employment of Unauthorized Aliens Prohibited. Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services, Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Ashland, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Ashland from the City of Ashland's own negligence.

14. Professional Oversight Indemnification. Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

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A	Scope of Work and Fee Schedule.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF ASHLAND, MISSOURI

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Treasurer

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Secretary or Witness

Name: _____

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE



RFQ TITLE: On-Call Engineering Services

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The offeror hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for qualifications for On-Call Engineering Services for the City of Ashland (hereinafter referred to as City) as set forth herein. These services are intended to complement and augment capabilities that are otherwise unavailable to the City.

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BARTLETT & WEST, INC.
SCHEDULE OF REIMBURSABLE COSTS/CHARGES
EFFECTIVE JANUARY 1, 2020

<u>DESCRIPTION</u>	<u>CHARGE AMOUNT</u>	<u>UNIT</u>	<u>EXP CODE</u>
* Represents a new charge type added			
REPRODUCTION			
Blackline Prints			
Bond, Full Size - 24x36	\$ 1.00	Each	PBOND1
Bond, Half Size Reduction - 11x17	\$ 0.70	Each	PBOND 1/2
Photocopies			
Black & White - up to 11x17	\$ 0.15	Each	COPIES
Small Size Color Copies , 8.5x 11	\$ 0.90	Each	CCOPY
Large Size Color Copies, > 8.5x 11	\$ 1.50	Each	CCOPYLG
On-line Documents	\$ 2.00	Each	ONLINEDOC
Inkjet Plotters - 24x36			
Bond (Black)	\$ 1.50	Lin. Ft.	PLOT
Bond (Color)	\$ 2.50	Lin. Ft.	PLOT C
FIELD EQUIPMENT & MATERIALS			
Nuclear Density Testing Equipment	\$ 30.00	Hour	NUCLEAR
Survey Equipment			
Survey Equipment One-Man Crew	\$ 50.00	Hour	SEQ1
Survey Equipment Two-Man Crew	\$ 25.00	Hour	SEQ2
LiDAR Equipment			
LiDAR Equipment Charges (Handheld)	\$ 1000.00	Day	LIDAR_SLAM
LiDAR Equipment Charges (Static)	\$ 1500.00	Day	LIDAR
LiDAR Equipment Charges (Mobile)	\$ 5000.00	Day	LIDAR_MOB_M
UAS Equipment	\$ 500.00	Day	UAS
Staking Materials			
Lath & Flats (16")	\$ 0.45	Each	LATH/FLAT
Lath & Flats (48")	\$ 0.70	Each	LATH48
Wooden Hubs	\$ 0.40	Each	HUBS
Iron Pins	\$ 1.55	Each	IRONPIN
VEHICLES			
Trucks, Cars, SUV's - all vehicles	\$ 0.575 to \$ 0.66	Mile	varies
ATV (All Terrain Vehicle)	\$ 50.00	Day	ATV
ATV (All Terrain Vehicle) incl. Trailer	\$ 75.00	Day	ATVT
UTV (Utility Terrain Vehicle) incl. Trailer	\$ 130.00	Day	UTVT
MISCELLANEOUS			
Per Diem	Federal GSA allowances for lodging, meals & incidentals	Day	

BARTLETT & WEST, INC.
2020 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2020

Engineer Landscape Architect Architect Planner	XI	\$225.00	Right-of-Way Technician VI	\$123.00
	X	210.00	Right-of-Way Technician V	112.00
	IX	195.00	Right-of-Way Technician IV	102.00
	VIII	183.00	Right-of-Way Technician III	93.00
	VII	170.00	Right-of-Way Technician II	82.00
	VI	155.00	Right-of-Way Technician I	70.00
	V	145.00		
	IV	135.00	GIS Coordinator IX	\$225.00
	III	125.00	GIS Coordinator VIII	210.00
	II	115.00	GIS Coordinator VII	200.00
	I	102.00	GIS Coordinator VI	185.00
Engineering Technician XI	\$180.00	GIS Coordinator V	175.00	
Engineering Technician X	155.00	GIS Coordinator IV	165.00	
Engineering Technician IX	140.00	GIS Coordinator III	150.00	
Engineering Technician VIII	127.00	GIS Coordinator II	135.00	
Engineering Technician VII	115.00	GIS Coordinator I	125.00	
Engineering Technician VI	107.00			
Engineering Technician V	100.00	GIS Developer/DBA V	\$165.00	
Engineering Technician IV	93.00	GIS Developer/DBA IV	155.00	
Engineering Technician III	83.00	GIS Developer/DBA III	145.00	
Engineering Technician II	73.00	GIS Developer/DBA II	135.00	
Engineering Technician I	63.00	GIS Developer/DBA I	125.00	
		GIS Analyst V	\$135.00	
Surveyor X	\$185.00	GIS Analyst IV	125.00	
Surveyor IX	170.00	GIS Analyst III	115.00	
Surveyor VIII	155.00	GIS Analyst II	105.00	
Surveyor VII	137.00	GIS Analyst I	95.00	
Surveyor VI	125.00			
Surveyor V	112.00	GIS Technician IV	\$97.00	
Surveyor IV	100.00	GIS Technician III	87.00	
Surveyor III	90.00	GIS Technician II	78.00	
Surveyor II	80.00	GIS Technician I	68.00	
Surveyor I	70.00			
		Project Coordinator III	125.00	
Survey Technician VIII	\$130.00	Project Coordinator II	115.00	
Survey Technician VII	115.00	Project Coordinator I	103.00	
Survey Technician VI	102.00			
Survey Technician V	90.00	Systems Analyst	\$170.00	
Survey Technician IV	80.00	Systems Administrator	125.00	
Survey Technician III	72.00	Systems Technician	85.00	
Survey Technician II	65.00			
Survey Technician I	60.00	Administrator VI	\$130.00	
		Administrator V	115.00	
Construction Eng. Tech IX	\$160.00	Administrator IV	102.00	
Construction Eng. Tech VIII	145.00	Administrator III	87.00	
Construction Eng. Tech VII	135.00	Administrator II	76.00	
Construction Eng. Tech VI	125.00	Administrator I	68.00	
Construction Eng. Tech V	115.00			
Construction Eng. Tech IV	102.00	Administrative Technician V	\$75.00	
Construction Eng. Tech III	90.00	Administrative Technician IV	68.00	
Construction Eng. Tech II	80.00	Administrative Technician III	60.00	
Construction Eng. Tech I	70.00	Administrative Technician II	55.00	
		Administrative Technician I	50.00	
Right-of-Way Specialist IV	\$208.00			
Right-of-Way Specialist III	165.00			
Right-of-Way Specialist II	143.00			
Right-of-Way Specialist I	127.00			

The listed rates are subject to annual adjustment January 1 of each year

BWE-2020