

Introduced by _____ Council Bill No. R 189-08

A RESOLUTION

authorizing an agreement with Cook, Flatt & Strobel Engineers, P.A. for engineering services relating to the design of replacement structures for Bridges 12 and 13 on the MKT Nature/Fitness Trail.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Cook, Flatt & Strobel Engineers, P.A. for engineering services relating to the design of replacement structures for Bridges 12 and 13 on the MKT Nature/Fitness Trail. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2008.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
Cook Flatt & Strobel Engineers, p.c.
9229 Ward Parkway, Suite 110
Kansas City, Missouri 64114

THIS AGREEMENT made as of the 18th day of Aug, 2008, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Cook, Flatt & Strobel 9229 Ward Parkway, Suite 110, Kansas City, Missouri 64114, hereinafter called the ENGINEER.

WITNESSETH, that whereas the CITY intends to make improvements as described below, hereinafter called the PROJECTS, consisting of the following:

Engineering services for the following Projects:

Phase I – Replacement of Bridge 13 on the MKT Nature/Fitness Trail

Survey

- | | |
|--|-----------------|
| • Topographic survey for bridge and trail improvements including cross-sections for hydraulic work-up. | \$6,000.00 |
| • Tie in geology work by others
(Geology work will be subcontracted out) | <u>\$500.00</u> |
| Total Survey | \$6,500.00 |

Engineering/Design

- | | |
|--|-------------------|
| • Hydraulic Analysis, sizing structure
Hydraulic report (including zero-rise certificate) | \$4,000.00 |
| • Structure design and detailing | \$5,000.00 |
| • Realigning trail and grading design | \$3,000.00 |
| • Permit Applications (preparation and submittal) | <u>\$1,000.00</u> |
| Total Engineering/Design | \$13,000.00 |

Estimated Geology Cost	\$6,000.00
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TOTAL PHASE I	\$25,500.00
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Phase II – Replacement of Bridge 12 on the MKT Nature/Fitness Trail

<u>Survey</u>	
• Topographic survey for bridge and trail improvements including cross-sections for hydraulic work-up.	\$8,000.00
• Tie in geology work by others (Geology work will be subcontracted out)	<u>\$500.00</u>
Total Survey	\$8,500.00
<u>Engineering/Design</u>	
• Hydraulic Analysis, sizing structure Hydraulic report (including zero-rise certificate)	\$5,000.00
• Structure design and detailing	\$6,000.00
• Trail and grading design	\$1,200.00
• Permit Applications (preparation and submittal)	<u>\$1,000.00</u>
Total Engineering/Design	\$13,200.00
Estimated Geology Cost	\$8,000.00
TOTAL PHASE II	\$29,700.00
TOTAL OF PROJECT	\$55,200.00

ENGINEER shall serve as CITY=s professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of his services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 ENGINEER shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of Engineer.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Provide professional surveying and engineering services as set forth in Appendix A.

2.1.2 The ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. The ENGINEER shall dedicate whatever additional resources are necessary to accomplish the PROJECT within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of the ENGINEER without the written approval of the CITY.

<u>Name and Title</u>	<u>Assignment</u>
<u>Robert Chambers</u>	<u>Engineering/Surveying</u>
<u>Surveying Crew</u>	<u>Surveying</u>

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General: If authorized in writing by CITY and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation: Consult with CITY's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1. Property Procurement Assistance: Provide consultation and assistance on property procurement as related to professional engineering services being performed.

3.1.3 Obtaining Services of Others: Provide through subcontract the services or data set forth.

3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.

3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

3.1.6 Extra Services: Services not specifically defined heretofore that may be authorized in writing by CITY.

3.2 Public Art: The CITY is committed to enhancing the quality of the CITY by integrating publicly accessible art into its capital improvements projects. If the project described herein includes public art, ENGINEER shall work closely and cooperatively with CITY=s ARCHITECT and/or ARTIST before and after design selection to ensure the designs or work of Art selected by the CITY can be executed in a manner which does not significantly or substantially diminish the engineering integrity or safety of the finished project.

3.2.1 The ENGINEER shall meet with the ARCHITECT and/or ARTIST to discuss the selected art work concepts and design and shall exchange whatever documents are necessary with the ARCHITECT or ARTIST to ensure all parties understand the concept, scope, and engineering requirements of the Art.

3.2.2 ENGINEER=s final design shall incorporate the engineering needs of the selected art work and clearly inform the Contractor of the necessity of working with the ARTIST during construction of the project. ENGINEER shall meet with the CONTRACTOR, ARTIST and ARCHITECT to ensure CONTRACTOR understands the concept, scope and engineering requirements of the Art.

3.2.3 Disagreements between ENGINEER and ARCHITECT, ARTIST or CONTRACTOR regarding the execution or completion of the work of Art and its incorporation into the project or any element of the project shall be referred to the CITY for resolution.

SECTION 4 - RESPONSIBILITIES OF CITY

4.1 Provide full information as to CITY=s requirements for the PROJECT.

4.2 Assist ENGINEER by placing at ENGINEER=s disposal available information pertinent to the assignment including previous reports and other data relative thereto.

4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.

4.6 Designate Steve Saitta, Park Development Superintendent as CITY=s representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY=s policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ENGINEER data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Work shall be started within five calendar days of Notice to Proceed and completed with eight to nine weeks from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" Appendix A

Rates include overhead and profit. The schedule is effective to Jan 5, 2009, and may be revised thereafter.

6.1.1.2 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ENGINEER.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY, will be billed at the cost to ENGINEER.

6.1.1.5 For time spent by outside individual professional consultants employed by ENGINEER in providing services to CITY, the cost to ENGINEER. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for the Scope of Services described herein **shall not exceed \$55,200.00**

6.2 Payments

6.2.1 The ENGINEER shall submit an invoice for services rendered to the CITY not more than once every month. Upon receipt of the invoice and progress report, the CITY will, as soon as practical, pay the ENGINEER for the services rendered, provided the CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by the CITY, the five percent (5%) of these services retained by the CITY will be paid to the ENGINEER.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 ENGINEER'S INSURANCE: The ENGINEER shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the ENGINEER allow any

subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

COMPENSATION INSURANCE: The ENGINEER shall take out and maintain during the life of this contract, Employers= Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Worker=s Compensation coverage shall be statutory with minimum limits of \$500,000.00. Employers= Liability minimum limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the ENGINEER shall provide and shall cause each subcontractor to provide Employers= Liability Insurance for the protection of their employees not otherwise protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The ENGINEER shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

AUTOMOBILE PUBLIC LIABILITY AND PROPERTY: The ENGINEER shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the work.

PROOF OF CARRIAGE OF INSURANCE: The ENGINEER shall furnish the City with Certificate(s) of Insurance which name the City as additional insured in an amount as required in this contract, **contain a description of the project or work to be performed**, and requiring a thirty (30) day mandatory cancellation notice. In addition,

such insurance shall be on occurrence basis and shall remain in effect until such time as the City has made final acceptance of the facility contracted.

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

7.1.3 Professional Oversight Indemnification: The ENGINEER understands and agrees that CITY has contracted with ENGINEER based upon ENGINEER=s representations that ENGINEER 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, ENGINEER agrees to defend, indemnify and hold and save harmless the CITY from any and all claims, settlements and judgments whatsoever arising out of the CITY=s alleged negligence in hiring or failing to properly supervise the ENGINEER.

The insurance required by this Agreement shall include coverage which shall meet ENGINEER=s obligations to indemnify the CITY as set out above and the CITY shall be named as co-insured for such insurance.

7.2 Professional Responsibility

7.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from CITY, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER=s failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER=s services for the PROJECT.

7.2.2 In addition, ENGINEER will be responsible to CITY for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

7.3 Estimates and Projections: Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance

costs, equipment characteristics and performance, and operating results are based on ENGINEER=s experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor=s procedures and methods, unavoidable delays, construction contractor=s methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

7.4 On-Site Services: PROJECT site visits by ENGINEER during construction shall not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the plans and specifications.

7.5 Changes: CITY shall have the right to make changes within the general scope of ENGINEER=s services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the CITY and the President or any Vice President of the ENGINEER.

7.6 Suspension of Services: Should CITY fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in his services or if CITY fails to make any payment to ENGINEER on account of its services and expenses within ninety (90) days after receipt of ENGINEER=s bill therefore, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

7.7 Termination: Services may be terminated by the CITY at any time and for any reason, and by the ENGINEER in the event of substantial failure to perform in accordance with the terms hereof by the CITY through no fault of the ENGINEER, by seven (7) days' notice. If so terminated, CITY shall pay ENGINEER all uncontested amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.8 Publications: Recognizing the importance of professional development on the part of ENGINEER=s employees and the importance of ENGINEER=s public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER=s services for the PROJECT. Such publications will be provided to CITY in draft form for CITY=s advance review. CITY will review such drafts promptly and will provide comments to ENGINEER. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of

ENGINEER=s activities pertaining to any such publication shall be paid entirely by the ENGINEER.

7.9 Nondiscrimination: During the performance of this Agreement, the ENGINEER agrees to the following:

7.9.1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 The ENGINEER shall, in all solicitation or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

7.9.3 The ENGINEER shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns: CITY and ENGINEER each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits: ENGINEER=s services will be performed solely for the benefit of the CITY and not for the benefit of any other persons or entities.

7.12 Entire Agreement: This Agreement represents the entire and integrated Agreement between the ENGINEER and CITY relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to ENGINEER=s services described herein are supersede

CITY OF COLUMBIA, MISSOURI

By _____
Bill Watkins , City Manager

ATTESTED BY:

By _____
Sheela K. Amin, City Clerk

APPROVED AS TO FORM:

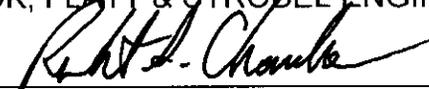
By _____
Fred Boeckmann, City Counselor

CERTIFICATION:

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged: \$55,200.00 to Account No. 440-8800-548.49-90 C00034 MKT Parkway (bridge #12 & #13 replacement) and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By _____
Lori B. Fleming, Director of Finance

COOK, FLATT & STROBEL ENGINEERS, P.A.

By: 
Robert S. Chambers, Vice President

By: 
Mel Chapman, Vice President

2008 RATE SCHEDULE

COOK, FLATT & STROBEL ENGINEERS, P.A.

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$168.00
Project Manager	\$141.00
Senior Engineer	\$113.00
Engineer	\$98.00
Junior Engineer	\$76.00
Senior Design Technician	\$96.00
Senior Technician	\$86.00
Technician	\$76.00
Junior Technician	\$60.00
Licensed Surveyor	\$92.00
Survey Chief	\$74.00
Survey Technician	\$57.00
Construction Manager	\$103.00
Construction Supervisor	\$84.00
Senior Construction Technician	\$76.00
Construction Technician	\$65.00
Junior Construction Technician	\$60.00
Administrative	\$57.00
Clerical/Support	\$38.00
Survey Crew (2 men)	\$131.00
Survey Crew (3 men)	\$188.00
Direct Expenses	
Mileage	\$0.505/mile
Motel	At Cost
Meals	\$31.00/Day
Printing	\$0.20/sq.ft.
Mylars	\$3.00/sq.ft.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/08

PRODUCER Holmes Murphy-Kansas PC/Prof. Liability-Kansas City 55 Corporate Woods 9300 W 110th St Overland Park, KS 66210	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Cook Flatt & Strobel Engineers, PA 2930 SW Woodside Drive Topeka, KS 66614	INSURER A: Travelers Indemnity Co	
	INSURER B: St. Paul Fire & Marine	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form <input type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6802292M971	04/15/08	04/15/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA2299M855	04/15/08	04/15/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	CUP9486Y750	04/15/08	04/15/09	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB9486Y817	04/15/08	04/15/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
A		OTHER Professional Liability	QP03813632	04/15/08	04/15/09	\$1,000,000 per claim \$2,000,000 annl aggr	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Columbia, Missouri 701 E. Broadway Columbia, MO 65205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Nancy J. Henderson</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Source

Mike Hood
[Signature]

TO: City Council

FROM: City Manager and Staff

TB

DATE: Aug 18, 2008

RE: MKT Nature/Fitness Trail – Bridge 12 & 13 engineering services contract.

Fiscal Impact

YES x

NO

Other Info.

Summary: Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an agreement with Cook, Flatt & Strobel Engineers of Kansas City, Missouri in an amount not to exceed \$55,200.00 to provide engineering services to design the replacement structures for bridge 12 and 13 on the MKT Nature/Fitness Trail. Cook, Flatt & Strobel has been selected for this project in accordance with the City's Pre-Qualified Professional Consultant procurement guidelines, but City ordinances require this agreement to be approved by Council since the fee is in excess of \$20,000.

Discussion: The MKT Nature/Fitness Trail – Bridge 12 & 13 repair project will improve safety conditions on the trail and will significantly reduce bridge maintenance costs. It will also insure that the trail experience on the MKT continues to meet the quality standards that have been established for this valuable recreation resource.

The project will include repair/restoration of bridge #12's primary structural supports as well as upgrading the safety railing and deck surfacing of that bridge. The existing bridge #13 will be removed and replaced with steel culverts. This fifty foot bridge spans a large drainage ditch that is generally dry. Installation of the culverts provides the most economical replacement solution. The need to address the condition of these two bridges was identified in an engineering study of all the bridges on the MKT Trail which was originally completed in 2000.

A public hearing on the proposed bridge project was held at the February 18, 2008, Council Meeting. Following the public hearing, Council authorized staff to proceed with the project. This resolution authorizes an agreement with Cook, Flatt & Strobel Engineers of Kansas City to provide the necessary engineering services for the project. Improvement work is expected to begin late in the 2008 construction season with work being completed in early spring 2009.

Suggested Council Action: Approval of the resolution.