

Introduced by _____ Council Bill No. R 274-08

A RESOLUTION

authorizing an agreement with HDR Engineering, Inc. for engineering services relating to design of the Hominy Trail Phase I Project, from Green Valley Drive to Woodridge Drive.

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 HDR Engineering, Inc. for engineering services relating to design of the Hominy Trail Phase I Project, from Green Valley Drive to Woodridge Drive. 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

CONTRACT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
HDR Engineering, Inc

SPONSOR: City of Columbia

CART ROAD NUMBER: Phase I Hominy Trail – West Section

PROJECT: #STP-2101(504) Federal Enhancement Program

THIS CONTRACT is between the **City of Columbia, Missouri**, hereinafter referred to as the "CITY" and **HDR Engineering Inc., 4435 Main Street, Suite 1000, Kansas City, MO, 64111-1856**, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its **Federal Enhancement Program**, coordinated through the Missouri Department of Transportation, the CITY intends to **improve and enhance non-motorized transportation facilities** and requires professional engineering services. The Engineer will provide the CITY with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the CITY will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I - SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. Determine the needs of the CITY for the project;
2. Execute the detailed Scope of Services included in Attachment F;
3. Conduct topographic, property and utility surveys described in Attachment F to develop plans for the project;
4. Arrange for subsurface investigations (if needed) as described in Attachment F;
5. Conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the CITY the best overall general design based on these studies to the extent delimited in Attachment F;
6. Submit four copies of preliminary plans, estimates and studies for review by the CITY and Missouri Department of Transportation (MoDOT);
7. Prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by CITY's forces;
8. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the CITY in acquiring the right-of-way deeds needed for the project (in subsequent phases);
9. Ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
10. Ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
11. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and
12. Provide the CITY with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

B. BIDDING PHASE - The Engineer will:

1. Upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the CITY; and
2. Assist the CITY in responding to bidder's questions and concerns on plans and evaluating bids

C. PERSONNEL ASSIGNED TO THE PROJECT:

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.

Name and Title

Barry Rolle, Project Principal
Christopher Kinzel, Project Manager
Tom Ryan, Deputy Project Manager
Jason Waldron, Design Engineer
Robby Byrant, Trail Landscape Architect
Anne Peterson, Landscape Architect
Rick Stoppelmoor, QA/QC

ARTICLE II-ADDITIONAL SERVICES

The CITY reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE III - RESPONSIBILITIES OF CITY

The CITY will cooperate fully with the Engineer in the development of the project, including the following:

- A. Make available all information pertaining to the project which may be in the possession of the CITY;
- B. Provide the Engineer with the CITY's requirements for the project;
- C. Make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. Examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. Designate a CITY's employee to act as CITY's representative under this contract, such person shall have authority to transmit instructions, interpret the CITY's policies and render decisions with respect to matters covered by this agreement;
- F. Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project; and

G. Furnish an inspector to observe the contractor's day-to-day operations.

ARTICLE IV - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the CITY. The general phases of work will be completed in accordance with the following schedule:

- A. Right-of-Way (Preliminary) Design Phase – Within **120** calendar days after receipt of notice to proceed;
- B. Final Design Phase - Within **60** calendar days after completion of review of preliminary plans by CITY and MoDOT; and
- C. Construction Phase - As desired by the CITY and on a schedule so as not to delay the Contractor. All services under this contract will be completed 30 days after final acceptance of construction work.

The above times are exclusive of review time by other agencies and exclusive of time needed to acquire right-of-way. The CITY will grant time extensions for unavoidable delays beyond the control of the Engineer. Requests for extensions of time should be requested in writing by the Engineer, stating fully the reasons for the request.

ARTICLE V - STANDARDS

The Engineer shall be responsible for working with the CITY in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, CITY needs, and guidance provided in the most current version of Section VIII of the Local Public Agency Manual. If the project is on MoDOT Right of Way, then the latest version of PDM and Missouri Standard Specifications for Highway Construction shall be used.

ARTICLE VI - COMPENSATION

For services provided under this contract, the CITY will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the CITY will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$10,386** with a ceiling established for said design services in the amount of **\$109,283** which amount shall not be exceeded.
- B. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment A. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article II - ADDITIONAL SERVICES.
- C. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in

- work covered by this contract, plus
2. An amount estimated at 44.98% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount estimated at 108.88% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VI. D.2 and VI. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the CITY. Invoices will be submitted no more frequently than one invoice per month. A pro-rated portion of the fixed fee will be paid with each invoice.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.
- I. **INVOICING** - 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.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or in its discretion to deduct

from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the CITY. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of the following services as described in Attachment F "Scope of Basic Services":

Survey work as described in Modular X-1 will be done by Allstate Consultants, LLC.

ARTICLE IX - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE X - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the CITY, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XI - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the CITY upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the CITY upon request. All such information produced under this contract shall be available for use by the CITY without restriction or limitation on its use. If the CITY incorporates any portion of the work into a project other than that for which it was performed, the CITY shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XII - TERMINATION

The CITY may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the CITY, the Engineer will be paid for actual expenses incurred up to the date of termination, plus a pro-rated portion of the fixed fee.

If the contract is terminated due to the Engineer's services being unsatisfactory in the judgment of the CITY, or if the Engineer fails to prosecute the work with due diligence, the CITY may

procure completion of the work in such manner as it deems to be in the best interest of the CITY. The Engineer will be responsible for any excess cost in addition to that provided for in this contract or any damages the CITY may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT

The CITY will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The CITY's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS

The CITY and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the CITY, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

- Attachment A - Estimate of Cost
- Attachment B - Breakdown of Overhead Rates
- Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
- Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions
- Attachment E - General Conditions for Engineering Contracts with the City of Columbia
- Attachment F- Detailed Scope of Services

Executed by the Engineer this ____ day of _____, 20 ____

Executed by the CITY this ____ day of _____, 20 ____

FOR: CITY OF COLUMBIA, MISSOURI

BY: _____
H. William Watkins, City Manager

ATTEST: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By _____
Fred Boeckmann, City Counselor

I hereby certify under Section 42 of the City Charter there is a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable (Account No. 440-8800-528.40-23, C00282), and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein;

By _____
Lori B. Fleming, Director of Finance

FOR: HDR Engineering, INC.

BY: Donald R. Curtis, Jr., P.E.
Senior Vice President

ATTEST: _____
Sheela Amin

**Attachment A: City of Columbia, MO
Hominy Branch Trail West Section
Hour and Fee Estimate - HDR Engineering, Inc.**

11/20/2006

Hours																	
		Principal	Proj Mgr	QC	Sr. Traffic	Sr. Transp	Sr. Trans Des Eng	Transp Des Eng	Sr. Water Resrc	Water Resrc	Sr Planner/LS Arch	Jr Planner/LS Arch	Env. Scientist	Civil Tech	Clerical	Total	
1	Project Administration	1.1 Teleconferences		4			4									8	
		1.2 Progress Meetings		4			4									8	
		1.3 Invoicing, Project Control		10											6	16	
		1.4 Other Meetings		12			5									17	
		Subtotal	0	30	0	0	0	13	6	0	0	0	0	0	0	6	49
2	Hominy Branch Trail West (W)	2.1 Survey/Data Coll					8	8						8		24	
		2.2 Preliminary Plans		24	4	6	6	40	160	10	35	2	8	80	4	379	
		2.3 ROW (10 Parcels)		4	4		6	30	60							104	
		2.4 Final Plans	2	24	6	6	6	40	160	10	35	2	8		100	4	403
		2.5 Environmental			6	4								40			52
		Subtotal	2	60	18	12	18	118	388	20	70	4	16	40	188	8	962
Total (Hours)		2	90	18	12	18	131	388	20	70	4	16	40	188	14	1011	

Principal	Hours	Hourly Rate	Dollars
Principal	2	70.00	140
Proj Mgr	90	54.00	4,860
QC	18	60.00	1,080
Sr. Traffic	12	45.00	540
Sr. Transp	18	42.00	756
Sr. Trans Des Eng	131	38.00	4,978
Transp Des Eng	388	25.00	9,700
Sr. Water Resrc	20	42.00	840
Water Resrc	70	28.00	1,960
Sr Planner/LS Arch	4	44.00	176
Jr Planner/LS Arch	16	28.00	448
Env. Scientist	40	32.00	1,280
Civil Tech	188	24.00	4,512
Clerical	14	20.00	280
Total	1,011		31,550

Labor Total	31,550
Overhead (153.22%)	48,341
Labor and Overhead	79,891
Direct Design Expenses (Direct Costs)	4,506
Fixed Fee (13%)	10,386
Total	94,783

Subconsultants	
Aikstate Consultants LLC	\$14,500
Total Subconsultants	14,500

Computers	3,741
Reproduction services	150
Telephone/Fax	50
Mapping, photos, etc.	150
Postage	25
Travel	390
Total Direct Costs	4,506

Fee Estimate	
Labor Fee Plus Expense	94,783
Subconsultants	14,500
Total	109,283

Columbia, MO
Hominy Branch Trail (W)
Expenses

Item	Unit1	Qty1	Unit2	Qty2	Rate	Cost	Notes
Travel							
rental car (incl fuel)	trips	3	avg days	1	\$90	\$270	3 trips to Columbia
meals - per diem	visits	3	avg days	1	\$40	\$120	
Total						\$390	

Attachment B:
Overhead Rate Breakdown

HDR Engineering, Inc. and Subsidiaries

Statement of Direct Labor, Fringe Benefits and
General Overhead and Schedule of Facilities Capital
Cost of Money Prepared in Accordance With the
Federal Acquisition Regulations Part 31 for the Year
Ended December 29, 2007, and Independent
Auditors' Report

HDR ENGINEERING, INC. AND SUBSIDIARIES

TABLE OF CONTENTS

	Page
Independent Auditors' Report	1-2
Statement of Direct Labor, Fringe Benefits and General Overhead for the Year Ended December 29, 2007	3
Description of FAR References	4
Schedule of Facilities Capital Cost of Money for the Year Ended December December 29, 2007	5
Notes to Statement of Direct Labor, Fringe Benefits and General Overhead and Schedule of Facilities Capital Cost of Money for the Year Ended December 29, 2007	6-7
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit Performed in Accordance With <i>Government Auditing Standards</i>	8-9



Deloitte & Touche LLP
First National Tower
1601 Dodge Street, Ste. 3100
Omaha, NE 68102-9706
USA

Tel: +1 402 346 7788
Fax: +1 402 342 1820
www.deloitte.com

Wells Fargo Center
1248 O Street, Ste. 716
Lincoln, NE 68508-1424
USA

Tel: +1 402 474 1776
Fax: +1 402 474 0365
www.deloitte.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
HDR Engineering, Inc.

Re: Statement of Direct Labor, Fringe Benefits and General Overhead and Schedule of Facilities Capital
Cost of Money Prepared in Accordance with the Federal Acquisition Regulations Part 31

We have audited the accompanying Statement of Direct Labor, Fringe Benefits and General Overhead and the Schedule of Facilities Capital Cost of Money of HDR Engineering, Inc. and subsidiaries (the "Company") for the year ended December 29, 2007. This information is the responsibility of HDR Engineering, Inc. and subsidiaries' management. Our responsibility is to express an opinion on the accompanying statement and schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the aforementioned statement and schedule are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statement of Direct Labor, Fringe Benefits and General Overhead and Schedule of Facilities Capital Cost of Money, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement and schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement and schedule were prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion, such statement and schedule present fairly, in all material respects, the Direct Labor, Fringe Benefits and General Overhead Rate and Facilities Capital Cost of Money Rate of HDR Engineering, Inc. and subsidiaries for the year ended December 29, 2007, calculated in accordance with the Federal Acquisition Regulations Part 31.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 2, 2008, on our consideration of HDR Engineering, Inc. and subsidiaries' internal control over financial reporting and our tests of its compliance with laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the use and information of HDR Engineering, Inc. and subsidiaries and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulations Part 31 and is not intended to be used and should not be used by anyone other than these specified parties.

Deloitte & Touche LLP

Omaha, Nebraska
June 2, 2008

HDR ENGINEERING, INC. AND SUBSIDIARIES

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD FOR THE YEAR ENDED DECEMBER 29, 2007

	Actual	Unallowable	FAR Reference	Allowable
DIRECT LABOR	<u>\$ 208,865,119</u>	<u>\$ -</u>		<u>\$ 208,865,119</u>
FRINGE BENEFITS:				
Vacation	\$ 23,960,891	\$ -		\$ 23,960,891
Holiday	9,947,578	-		9,947,578
Sick leave	3,922,365	-		3,922,365
Payroll taxes	26,774,416	-		26,774,416
Group insurance	21,425,609	-		21,425,609
Retirement benefits	11,882,992	16,199	31.205-6(j)	11,899,191
Total fringe benefits	<u>97,913,851</u>	<u>16,199</u>		<u>97,930,050</u>
GENERAL OVERHEAD:				
Indirect labor:				
General	93,936,639	(5,604,793)	31.205-6(p)/31.205-27(a)	88,331,846
Marketing	27,185,005	-		27,185,005
Travel and expenses - general	7,872,328	(695,473)	31.203(a)/31.205-46	7,176,855
Employees' expenses	11,362,575	(2,171,011)	31.205-13(c),14,22,46,51	9,191,564
Supplies	74,211	-		74,211
Building rental and expenses - net	33,101,664	-		33,101,664
Autos	1,008,398	(46,362)	31.205-6(m)(2)	962,036
Taxes - general	2,093,929	-		2,093,929
Depreciation and amortization	7,864,176	(4,515,976)	31.205-1	3,348,200
Postage & Freight	853,805	-		853,805
Telephone	3,679,684	-		3,679,684
Subscriptions	238,787	-		238,787
Donations	393,515	(393,515)	31.205-8	-
Insurance and self-insurance	7,595,024	337,087	31.205-19	7,932,111
Bad debts	(160,370)	160,370	31.205-3	-
Office expenses	4,088,208	-		4,088,208
Interest - net	1,399,094	(1,399,094)	31.205-20	-
Professional services	1,827,957	-		1,827,957
Printing	(260,865)	-		(260,865)
Temporary help	1,213,350	-		1,213,350
Marketing	8,829,455	(3,887,098)	31.205-1(f)(1),14,16	4,942,357
Allocated expense	45,473,636	(37,673,526)	Allocated Expenses	7,800,110
Computer expense	11,344,692	(183,514)	31.205-14/31.205-1(f)(1)/31.205-46	11,161,178
Administrative costs	7,927,620	(1,588,248)	31.205-1(f)(1)/31.205-14/31.205-46	6,339,372
Other - net	1,096,182	(968,055)	31.205-3,14,15/46(c)2	128,127
State income tax expense	192,239	488,963	31.205-41(b)(7)	681,202
Total general overhead	<u>280,230,938</u>	<u>(58,140,245)</u>		<u>222,090,693</u>
Total fringe benefits and general overhead	<u>\$ 378,144,789</u>	<u>\$ (58,124,046)</u>		<u>\$ 320,020,743</u>
Total fringe benefits and general overhead rate	181.05%			153.22%

See notes to statement and schedule.

HDR ENGINEERING, INC. AND SUBSIDIARIES

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD FOR THE YEAR ENDED DECEMBER 29, 2007 (DESCRIPTION OF FAR REFERENCES)

1. *31.205-6(j)* — Pension amount funded in excess of the pension cost assigned to a cost accounting period is unallowable.
2. *31.205-6(p)/31.205-27(a)* — Compensation paid to senior executives in excess of allowable limits/Expenditures in connection with acquisition costs.
3. *31.203(a)/31.205-46* — Costs associated with temporary duty assignments which are not charged as direct costs to projects/Meals and lodging in excess of Federal per diem rates and costs of travel by contractor owned aircraft in excess of lowest customary airfare.
4. *31.205-13(c), 14, 22, 46, 51* — Costs of recreation, entertainment, social clubs, alcoholic beverages, and lobbying are not allowable/Meals and lodging in excess of Federal per diem rates.
5. *31.205-6(m)(2)* — Portion of the cost of company-furnished automobiles that relates to personal use by employees, including transportation to and from work.
6. *31.205-1* — Amortization of acquisition intangibles.
7. *31.205-8* — Donations.
8. *31.205-19 – Insurance and self insurance* — See Insurance discussion in Note 1/Costs of business interruption insurance covering profit.
9. *31.205-3* — Bad debts.
10. *31.205-20* — Interest and other financial costs.
11. *31.205-1(f)(1), 14, 46* — Portion of unallowable public relations and advertising costs./Costs of entertainment are unallowable/Meals & lodging in excess of Federal per diem rates.
12. *Allocated Expenses* — Portion of unallowable allocated expenses from the parent. See Allocation from Parent discussion in Note 1.
13. *31.205-14/31.205-1(f)(1)/31.205-46* — Costs of entertainment are unallowable./Portion of unallowable public relations and advertising costs/Meals and lodging in excess of Federal per diem rates.
14. *31.205-1(f)(1)/31.205-14/31.205-46* — Unallowable public relations and advertising costs./Costs of entertainment are unallowable/Meals and lodging in excess of Federal per diem rates.
15. *31.205-3, 14, 15, 46(c)2* — Costs of entertainment are unallowable./Costs of fines and penalties are unallowable/Meals and lodging in excess of Federal per diem rates.
16. *31.205-41(b)(7)* — Portion of state income tax which is deferred and not a current tax expense.

HDR ENGINEERING, INC. AND SUBSIDIARIES

SCHEDULE OF FACILITIES CAPITAL COST OF MONEY FOR THE YEAR ENDED DECEMBER 29, 2007

	2007
Facilities Capital Employed	\$ 27,474,182
Secretary of Treasury Interest Rate	<u>5.5000 %</u>
Facilities Capital Cost of Money	<u>\$ 1,511,080</u>
Direct Labor Base	<u>\$208,865,119</u>
Facilities Capital Cost of Money Rate	<u>0.72347 %</u>

See notes to statement and schedule.

HDR ENGINEERING, INC. AND SUBSIDIARIES

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD AND SCHEDULE OF FACILITIES CAPITAL COST OF MONEY YEAR ENDED DECEMBER 29, 2007

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

HDR Engineering, Inc. and subsidiaries (the Company) is a wholly-owned subsidiary of HDR, Inc. The Company is engaged in the business of providing engineering consulting services from offices located in major cities throughout the United States. The Statement of Direct Labor, Fringe Benefits and General Overhead and the Schedule of Facilities Capital Cost of Money excludes non-engineering subsidiaries, HDR Construction Control Corporation, and two project management departments established to track direct and indirect costs associated with two particular long-term contracts. The significant accounting practices and system utilized by the Company include:

- a. **Basis of Accounting** — The Company's Statement of Direct Labor, Fringe Benefits and General Overhead and Schedule of Facilities Capital Cost of Money were prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations. Accordingly, the statement and schedule are not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.
- b. **Project Cost System** — The Company maintains a project cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a project number so that costs may be segregated and accumulated in the Company's project cost accounting system.
- c. **Proposals** — The Company's policies for estimating costs for pricing purposes during the proposal process is consistent with its policies for the accumulation and reporting of costs under its project cost accounting system.
- d. **Allocation from Parent** — Overhead incurred by the Company's parent, HDR, Inc., is allocated to the Company based on direct labor and square footage, as appropriate, for the nature of the expense. This overhead is shown on the Statement of Direct Labor, Fringe Benefits and General Overhead as allocated expense.
- e. **Allocation to Subsidiary** — The Company allocates certain administrative costs of its overhead departments along with its share of HDR, Inc. costs between its operations and those of an operating subsidiary on the basis of direct labor.
- f. **Labor Related Costs** — The Company distributes labor costs to direct projects for all employee classifications. Overtime premium costs are not charged directly to projects, but are included in the overhead pool. The Company also paid compensation to senior executives in excess of FAR subpart 31.205-6(p) limit of \$597,912 per person. The total compensation to senior executives in excess of the FAR limitation amounted to \$5,451,325 all of which was adjusted as unallowable to the indirect labor-general and allocated expense line of the Statement of Director Labor, Fringe Benefits and General Overhead for the year ended December 29, 2007.
- g. **Uncompensated Overtime** — The Company did not pay certain salaried employees for time worked on projects in excess of 40 hours per week. The time in excess of 40 hours was credited

to the indirect cost pool. The credited amount of \$591,777 consisted of hours worked in excess of 40, times the employee's actual hourly rate.

- h. **Direct Costs** — The Statement of Direct Labor, Fringe Benefits and General Overhead excludes the following classification of costs which were related to projects: travel, telephone, copying and printing, mail, equipment, employee mileage, technology charges, outside labor, and other miscellaneous costs. For subcontractors, the source of the direct charge is the vendor invoice received by the Company.
- i. **Contract Labor** — The Company uses contract labor for engineering related services, and bills this labor as a direct expense, not as direct labor, to the project. The contract labor costs charged directly to contracts for the year ended December 29, 2007 amounted to \$1,990,547 and are not included in the direct labor base.
- j. **Insurance** — Insurance costs, included in insurance and self-insurance in the Statement of Direct Labor, Fringe Benefits and General Overhead, represent a charge for the deductible portion under the Company's professional liability coverage and the Company's portion of the premium paid by HDR, Inc. for professional liability coverage. The costs incurred for the deductible portion of the professional liability coverage are based upon the deductible portion of claims paid averaged over the last five years.
- k. **Depreciation** — For book purposes, depreciation for equipment is calculated using the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are amortized on the straight-line basis over the shorter of the term of the lease or the life of the asset. Such methods meet the requirements of FAR subpart 31.205-11. For tax purposes, an accelerated depreciation method is used.

Upon sale or retirement of property and equipment, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected currently.

- l. **Computer Allocation** — The Company accumulates CADD and Technical Personal Computer (PC) costs in one cost center. These costs are charged directly to contracts as a general technology charge using an hourly billing rate of \$3.70. The actual cost per hour for the year ended December 29, 2007 was \$4.11. The variance between the technology costs charged directly to contracts and the total technology costs is included in the overhead pool. The total technology costs charged direct to contracts is \$21,474,961. Had the company not charged the general technology costs direct to contracts, then these costs would have been included in the overhead pool and the resultant allowable indirect rate would be 163.50%.
- m. **Facilities Capital Cost of Money Rate** — In accordance with FAR subpart 31.205-10, the Company has calculated a weighted average cost of money rate for the year ended December 29, 2007 based upon interest rates specified by the Secretary of Treasury under Public Law 92-41. The facilities capital cost of money rate is computed in accordance with Cost Accounting Standard 414. Facilities capital cost of money is based on the average net book value of leasehold improvements and equipment for the year ended December 29, 2007.

* * * * *

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
HDR Engineering, Inc.

We have audited the Statement of Direct Labor, Fringe Benefits, and General Overhead and the Schedule of Facilities Capital Cost of Money of HDR Engineering, Inc. and subsidiaries for the year ended December 29, 2007, and have issued our report thereon dated June 2, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered HDR Engineering, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the statement and schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the company's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the company's financial statements that is more than inconsequential will not be prevented or detected by the company's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the company's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether HDR Engineering, Inc. and subsidiaries' aforementioned statement and schedule are free of material misstatement, we performed tests of its

compliance with certain provisions of laws, regulations, and contracts, including the provisions of the applicable sections of Part 31 of the Federal Acquisition Regulations, noncompliance with which could have a direct and material effect on the determination of the statement and schedule amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of HDR Engineering, Inc. and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulations Part 31 and is not intended to be used and should not be used by anyone other than these specified parties.

Deloitte & Touche LLP

Omaha, Nebraska
June 2, 2008

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered

transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

SECTION 7 - GENERAL CONSIDERATIONS FOR ENGINEERING CONTRACTS WITH THE CITY OF COLUMBIA. The requirements in this section take precedence over clauses in the main contract if there are any conflicting requirements.

7.1 Insurance

7.1.1 **ENGINEER'S INSURANCE:** ENGINEER agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ENGINEER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ENGINEER under this contract.

Commercial General Liability ENGINEER agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, the CITY reserves the right, but not the obligation, to review and request a copy of ENGINEER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two (2) year. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

Business Automobile Liability ENGINEER agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 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 work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation Insurance & Employers' Liability ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' 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 Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the

protection afforded by the ENGINEER. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' 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.

Additional Insured ENGINEER agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation ENGINEER agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit ENGINEER to enter into an pre-loss agreement to waive subrogation without an endorsement, then ENGINEER agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should ENGINEER enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance ENGINEER agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 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.

Scope of Services
Attachment F
Hominy Branch Trail West Section
HDR Engineering, Inc. – 10/31/08

Project/Scope Description

This project consists of planning, designing and preparing necessary plans, standards and estimates for the Hominy Branch West Section trail in Columbia, Missouri. The trail is being funded by federal enhancement funds. Project will be designed in accordance with the City's *PedNet Project Trail Design Guideline*, and *MoDOT's Specifications* when crossing under drainage structures. The trail limits and project's scope of services is listed below:

- Hominy Branch Trail (W) West Section – Old Route 63 North and East to Woodridge Drive

Task 2 provides a description of the trail and design services with reference to **Modular Tasks**. These modular tasks that follow task 2 will provide additional details information of design services.

1. Project Administration

- 1.1 Teleconference meetings between City Staff and HDR's Project Manager will take place at least every two weeks to discuss progress, work products, upcoming activities and any other issues that may arise in the course of the project. Up to 4 such calls are included in this scope.
- 1.2 Progress meeting of up to two hours in length will be held up to one time during this task to determine strategies and tactics for moving the project forward. These will be coordinated with the bi-weekly meetings.
- 1.3 Monthly invoices will be submitted by HDR's Project Manager to the designated City Project Manager.
- 1.4 Other Meetings - HDR staff will attend one meeting with the PedNet and Citizens Advisory Committees. HDR staff will also prepare materials for (but not attend) one City Council meeting, two stakeholders/property owners meetings (1-West section and 1-East section pre-Interested Parties meeting), and one Interested Parties meeting. In total, this equates to attendance at 4 meetings and preparation 5 meeting. All meetings will be coordinated with similar and concurrent activities conducted the Hominy Branch Trail (E) East Section

2. Hominy Branch Trail West (W)

Facility Type: a typical section will be 10-foot concrete shared-use trail with a 5-foot running gravel shoulder (one side) and 2-foot earth shoulder (other side).

Approximate length: 6139 feet

Connects: Old Route 63 to Woodridge Drive

- 2.1 Survey/Data Collection - Topographic survey will be conducted (according to Modular Task X-1) for the following specific locations:

2.1.1 At or near stream/drainage crossings, up to 3 locations. Needed upstream and downstream information in the drainage areas (roughly 500 feet in each direction) will be collected and utilized in the design of crossing structures. The ground line of the proposed trail centerline will also be included near these proposed crossings. We are assuming low water crossings with an engineered rock riffle stream treatment to accommodate both the trail and sewer line.

2.1.2 Trail right-of-way needs will be identified and conducted in accordance to Task 2.3.

2.1.3 For the remainder of the plan area, the City's GIS information will be used as the plan base per Modular Task X-2.

2.2 Preliminary Plans

2.2.1 *Trail* - The trail will be designed per Modular Task X-3.

2.2.2 *Drainage Crossings* - Up to three (3) low-water crossings are included in the preliminary design, and will be designed per Modular Task X-5.

2.3 *Right-of-Way* – Right-of way plans and descriptions will be prepared per Modular Task X-6. This scope assumes that 10 parcels will be affected and based the preliminary estimates of right-of-way within the trail's corridor. The remainder part of the trail is assumed to remain on public right-of-way or existing easements.

2.4 *Final Plans* – Final Plans will be prepared per Modular Task X-8.

2.5 *Environmental Clearances and Permitting* – A moderate environmental overview is included for this trail, and will be conducted per Modular Task X-7.

MODULAR TASKS

X-1 Surveys

Topographic Survey - General

Each project's survey limits and level are identified with its respective task above. The City will provide relevant electronic City and County GIS files and aerial photography to supplement the topographic survey. Each completed topographic map will have a scale of 1" = 40'-0", will be produced in Bentley MicroStation v8 in units of U.S. feet, and will be delivered electronically.

For this new trail, HDR will provide the proposed trail baseline to the surveyor prior to the start of the survey. The following elements will be included in each topographic survey:

1. Perform horizontal control traverse and tie to acceptable regional control.
2. Perform vertical control level loops and tie to acceptable regional benchmark.
3. Acquire available records for utilities known to exist in the trail area.
4. Notify Missouri "One Call" as appropriate for marking all utilities in the field. Depths of utility lines will be provided as supplied by the locators or utility companies. Excavation of utility lines for depths will be the responsibility of the utility companies and the city.
5. Locate sanitary and storm sewer manholes with flow lines within project limits. Utilities with signs found in the field and not on the "One Call" list will also be located.

6. Tie "One Call" utility location markings into project control.
7. Locate existing improvements within the survey limits. Improvements include, but are not limited to: pavements, curbs, curb and gutters, inlets, storm and sanitary sewers, electric, telephone, signal equipment including pull boxes, trees, sidewalks, and other physical improvements.
8. Process field-acquired survey data in the office and prepare topographical survey, adequate to depict existing drainage patterns. Survey includes a surface model (TIN).
9. Prepare base drawings for each intersection depicting the survey information with surface model and 1-foot contours.
10. Prepare data sheets for both horizontal and vertical controls.
11. Near drainage/creek crossings, take photographs of the proposed stream and channel in the vicinity of the proposed crossing location.
12. Coordinate work with the project manager, city and utility companies.
13. Import and examine the City's GIS base mapping for format and consistency of planimetrics, utility and right-of-way features depicted in the Design Survey.
14. Identify property owners and locate property lines and easements based on GIS mapping. Property lines will be verified based on tax maps and subdivision plats obtained from the City or County.

The following additional assumptions are included with each survey:

- Heavily timbered areas will be shown with a tree and brush line only; individual trees will not be located or identified. Within open, cleared, or developed topography areas, the plans will identify the type and size of individual trees and identify areas as field, pasture, lawn, pavement, etc. as applicable.

Additional survey scope for active creek crossing (Hominy Branch):

1. Survey offset profiles and channel section 20 feet left and right from the proposed trail centerline, in addition to the centerline profile. Existing ground line profiles and section will extend 75 feet from the edge of water at each bank.
2. Survey the stream bed profile 500 feet upstream and downstream of the proposed trail centerline. The survey will include three valley sections and two typical channel sections.
3. Provide benchmark and control points.
4. Research extreme high water elevation and date of occurrence.
5. Determine ordinary high water elevation and extreme low water elevation.

Right-of-Way Survey

Where right-of-way survey is needed as defined in the main scope, the following tasks will be performed: Tie into land corners (section corners) and perform right-of-way survey to recover and tie existing property corners that are apparent into project control. Acquire land corner tie data, tax maps, subdivision plats and tax records, along with the field-acquired data. Prepare a right-of-way strip map in Bentley MicroStation v8, to be delivered both electronically and as one hard-copy drawing. This work does not include performing boundary surveys of the individual parcels.

X-2 GIS Base Development

1. HDR will obtain GIS files from the City for the limits described for each applicable trail.
2. Horizontal and vertical control will be the level available through supplied GIS data.
3. HDR will place a general note on the plans that will convey the level of GIS control for all interested parties.
4. It is assumed that the GIS will contain enough tree, brush and utility information to support the design. It is further assumed that any necessary minor adjustments to design elements related to these items will be handled by during the construction process by others.
5. Right-of-way staking, and any detailed field verification of topographic information, is not included in this Scope of Services. Spot field observations may be used to check specific items.

X-3 Preliminary Plans – Trail

Conceptual Design

HDR will walk each site to become familiar with the existing conditions. Trail routing will be determined based on site investigation as well as program requirements. HDR will develop initial trail layouts showing trail-way alignment, pedestrian low water crossing locations, drainage swale crossings, crosswalk configuration and accessible ramps as needed. The plans will include conceptual landscape plans showing preliminary limits of tree removal.

The conceptual plans will be presented to the PedNet and Citizens Advisory Committees in a meeting included under Task 1.4 in the main scope.

Preliminary Plans

Preliminary Plans will be prepared in accordance with the MoDOT LPA Manual and City requirements. HDR will develop horizontal and vertical alignment drawings from the approved conceptual design plans. These drawings will show detailed layout information including: locations of the proposed trail, retaining walls, low water or culvert crossings and site amenities (seating, trash receptacles, etc.). Tree replacement calculations will be included on the landscape plans and will comply with local permitting regulations.

This scope does not include the design of any lighting for trail, intersections, or streets.

HDR will include construction details for all proposed design features, including but not limited to: the proposed trail surface, retaining walls, low water crossings, culverts, boardwalks, curb / gutter, arbors, privacy fencing, ornamental fencing, railing, asphalt sections, directional signage, roadway signage, interpretive signage, bollards, call boxes, concrete steps, etc.

If concerns arise regarding the property/right-of-way status of the design trail, the first remedy will be to make adjustments to place it within the public right-of-way. The second remedy will be to bring the issue to the City and determine the direction based on information gathered.

HDR will prepare typical sections for the trail as appropriate.

HDR will develop digital terrain models (DTMs) of the existing topography to finalize vertical alignments and verify earthwork quantities to be developed during design. The DTM will be developed based on available base information, either topographic survey or GIS. The DTM will also be used to analyze drainage patterns. For these areas, HDR will develop a design model for generation of cross-

sections. These cross-sections will be used to determine construction limits and quantities to minimize disturbance and to balance earthwork on-site. These cross-sections will further be used to evaluate conformance with ADA-related access accommodations.

HDR will develop an opinion of probable construction cost based on the preliminary design.

HDR will attend one Field Check Meeting with agencies identified by the City of Columbia and prepare a summary of the meeting. HDR representatives will include the Project Manager, Lead Civil Designer, and Lead Trail Designer.

X-4 Right-of-Way Plans

For locations where right-of-way is needed for the trail (based on the assumptions included in the main scope), the following tasks will be performed:

1. After new alignment is set and approved, prepare easement and right-of-way descriptions. This effort will be coordinated with the new sewer line design project to reduce the number acquisitions. A maximum of 11 right-of-way parcels have been included for plan development.
2. The City will obtain right-of-way and construction easements as needed and as described in the Plans.

X-5 Environmental Overview

This portion of the scope is to provide supporting environmental services to obtain the necessary environmental clearances for this trail project. HDR anticipates a limited amount of environmental agency coordination. Based on past experience with similar projects, the tasks proposed are expected to satisfy minimum MoDOT Local Public Agency and FHWA environmental requirements. One of two levels of environmental reviews will be conducted for this project – Basic Environmental Overview and Moderate Environmental Overview.

It is assumed the project will qualify for Categorical Exclusion (CE) determinations as defined by Federal Highway Administration (FHWA) regulations at 23 CFR 771.117 and no NEPA documentation in the form of documented Categorical Exclusions (CE), Environmental Assessments, or Environmental Impact Statements will be required. However, should a CE or CE's be required, HDR will prepare them as part of this scope of services using MoDOT's standard LPA CE-2 Form. Due to the type of project, it is assumed the scope of the CE-2 documentation prepared will be very brief. This implies that the impact assessment for each resource category on the CE-2 Determination Form will be brief and consist of about a one to three sentence response for each resource category. The deliverable for this task will be a completed CE2 form for submittal to the MoDOT LPA liaison.

Basic Environmental Overview

The basic environmental overview effort will be conducted for this project which does not involve significant land disturbance, water crossings, or a Section 404 permit. This level of environmental overview will include the following tasks:

- Early site reconnaissance to confirm the level of environmental clearances and permits needed. An environmental/permitting overview will be prepared.

- Completion of administrative procedures and MoDOT programming data form to obtain MoDOT or FHWA environmental clearance.
- Coordination with Missouri SHPO and completion and submission of Section 106 Project Information form. The intent of this task is to prepare a Section 106 Project Information Form and coordinate the Section 106 cultural resource requirements with Missouri State Historic Preservation Office (SHPO). A completed Project Information Form and coordination with the SHPO will be the deliverable for this task. The Project Information Form will allow the SHPO to determine whether additional cultural resource work would need to be completed to gain Section 106 clearance.
- Coordination with US Fish and Wildlife Service and Missouri Department of Conservation to obtain information on threatened and endangered species and sensitive environmental resources.
-

Moderate Environmental Overview

The moderate-level environmental overview will be conducted for this project which involves new trail alignments with significant land disturbance and those that will require a Section 404 permit. This level of environmental overview will include the following tasks:

- Early site reconnaissance to confirm the level of environmental clearances and permits needed. An environmental/permitting overview will be prepared.
- Completion of administrative procedures and MoDOT programming data form to obtain MoDOT or FHWA environmental clearance. HDR will assist the City in completing a Programming Data Form as part of initial project(s) review and programming by MoDOT and FHWA. This form includes providing preliminary environmental information to allow FHWA to make a decision as to whether a Categorical Exclusion (CE) will be required or not.
- Coordination with Missouri SHPO and completion and submission of Section 106 Project Information form. The intent of this task is to prepare a Section 106 Project Information Form and coordinate the Section 106 cultural resource requirements with Missouri State Historic Preservation Office (SHPO). A completed Project Information Form and coordination with the SHPO will be the deliverable for this task. The Project Information Form will allow the SHPO to determine whether additional cultural resource work would need to be completed to gain Section 106 clearance.
- Coordination with US Fish and Wildlife Service and Missouri Department of Conservation to obtain information on threatened and endangered species and sensitive environmental resources.
- Review of the site to delineate streams and wetlands, determine potential impacts to waters of the US (wetlands and streams), prepare Section 404/401 Nationwide Permit applications, and coordination with the US Army Corps of Engineers.

Assumptions

- The project limits are generally considered to be the trail location and alignments as proposed by the City and general construction limits that will be determined through design.
- No Phase I Cultural Resources Assessment is proposed in this scope of services; however, Section 106 coordination with the Missouri State Historic Preservation Officer (SHPO) will be conducted by HDR. Any Phase I Archaeological Assessments required by Missouri SHPO would be provided as supplemental services.
- No Section 4(f) or 6(f) parkland impacts are expected for this project; therefore, no 4(f) or 6(f) assessments are proposed in this scope of services. Should it be determined through the design process that impacts to parklands, for either right-of-way acquisition or constructive use, are likely, this work would be provided as a supplemental service.
- No surveys for threatened and endangered species are anticipated and are not included in this scope of work.

- No stream or wetland mitigation services are included in this scope-of-work.
- This scope does not include the performance of database search and records review for purposes of determining whether previously recorded environmental hazards (e.g. contaminated soils, leaking tanks, etc.) exist on or near the project sites. This scope also does not include performance of Phase I Environmental Sites Assessments using the ASTM E 1527-05 standard for the performance of AAI-compliant Phase I site assessments.
- No socioeconomic or environmental justice impact analyses are provided in this scope of services.
- No quantitative air quality analysis is included in this scope of work.
- No noise analysis modeling is included in this scope of work.
- No Federal floodplain buyout properties reserved for “No Development” occur within the project limits.
- Any floodplain/floodway certificates/permits beyond items described elsewhere in this scope will be considered supplemental services.

X-6 Final Plans

General

HDR will incorporate mutually agreeable revisions based on agency comments from the preliminary plans into the design. Final Plan Development will include tasks to complete the development of the approved design information for agency review. Final Plans will be prepared in accordance with the MoDOT LPA Manual.

The construction plans will illustrate all design features necessary to construct the trail. The following plans will be included: cover sheet, general notes, typical sections, tree replacement plans, demolition plans, erosion/sediment control plans, construction layout plans, grading plans, signing/markings plans, drainage crossings, and construction details. HDR will detail and quantify these features to the standard level required by the City and MoDOT.

HDR will refine the Project Manual to the City’s and MoDOT’s Standards and Specifications, and will refine the Engineer’s Opinion of Probable Construction Cost based on the updated design with agency comments and projected to the construction year. HDR will incorporate agency comments from the Final Plan Check Meeting into the Final Plans, Specifications and Cost Opinions.

Assumptions:

- Plans, specifications, applications, cost opinions and descriptions will be expressed in U.S. Standard units.
- “Agencies” referred to in this scope of services will appropriately include the following: Federal Highway Administration (FHWA); Missouri Department of Transportation (MoDOT) and its divisions, City of Columbia, Missouri, and their departments and divisions; the Columbia Area Transportation Study Organization (CATSO); and private utility companies for electricity, gas and communication.
- The design criteria used will include but not be limited to the current editions, supplements standard specifications, and standard drawings of the following publications: APWA Standard Specifications and Design Criteria; MoDOT Local Public Agency (LPA) Manual; MoDOT and STP standards and specifications; AASHTO Standards and Policies; the Americans with Disabilities Act (ADA); and FHWA Policies and criteria.

- The trail design approach will be to minimize disturbance to existing drainage patterns. As such, the typical section to be used for the majority of the trail design will not include drainage ditches upslope from the trail. Rather, drainage will be allowed to sheet-flow across the trail. In areas of concentrated flow with well-defined drainage areas, small pipe culverts will be provided to accommodate low flows (typically the 1-year event). Larger flows will be allowed to overtop the trail.
- At larger stream crossings, drainage will be typically conveyed through low-water crossings or culverts. Approximately four low water or box culverts are anticipated at these crossings.
- NPDES permitting for Stormwater discharge will fall under the City's existing annual permit.
- All improvements at intersections will match existing grades at the conform points.
- Neither lighting analysis nor lighting plans are included in this scope.
- HDR will not be responsible for the engineering or design of any required existing utility relocations.
- The City will be responsible for the OS1 Programming Form as described in the MoDOT LPA Manual.
- The City will be responsible for the Bid Tabulation Submittal and Approval.
- The City will be responsible for the Fully Executed Contract Document Submittal and Pre-Construction Conference.
- Construction management activities are not included in this scope.

Columbia, MO
Hominy Branch Trail (W)
Expenses

Item	Unit1	Qty1	Unit2	Qty2	Rate	Cost	Notes
Travel							
rental car (incl fuel)	trips	3	avg days	1	\$90	\$270	3 trips to Columbia
meals - per diem	visits	3	avg days	1	\$40	\$120	
Total						\$390	

Columbia, MO
Hominy Branch Trail (W)
Expenses

Item	Unit1	Qty1	Unit2	Qty2	Rate	Cost	Notes
Travel							
rental car (incl fuel)	trips	3	avg days	1	\$90	\$270	3 trips to Columbia
meals - per diem	visits	3	avg days	1	\$40	\$120	
Total						\$390	

Columbia, MO
Hominy Branch Trail (W)
Expenses

Item	Unit1	Qty1	Unit2	Qty2	Rate	Cost	Notes
Travel							
rental car (incl fuel)	trips	3	avg days	1	\$90	\$270	3 trips to Columbia
meals - per diem	visits	3	avg days	1	\$40	\$120	
Total						\$390	

Source

Mike Hood

Agenda Item No. _____

TO: City Council

FROM: City Manager and Staff

DATE: Nov 20, 2008

SUBJECT: Professional Engineering Contract with HDR Engineering, Inc. for Design of Hominy Trail Phase I-Green Valley Dr. to Woodridge Dr.

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an agreement with the HDR Engineering, Inc in the amount of \$109,283. This contract will provide professional services design for approximately 1.3 miles of a 10' wide concrete shared use trail with a 5' wide running aggregate shoulder along the Hominy Branch Creek from Green Valley Dr. to Woodridge Dr.

DISCUSSION:

The scope of this agreement is to provide construction drawings for the first phase of the proposed recreation trail connecting Grindstone Nature Area and Stephens Lake Park. The proposed trail project is shown on the attached plan. This project, along with Hominy Branch Trail Phase II will be a major corridor under both I-70 and Hwy 63, connecting the underserved north-east area of the City to Downtown. This project will be designed in concert with the Hominy Branch Trail Phase II (from Woodridge Dr. to Clark Lane.) funded separately by Non-motorized funds, and the Hominy Branch relief sewer project adjacent to the phase I and Phase II trails, funded by City funds. This project is funded by a Federal Highway Administration Surface Transportation Enhancement Grant and the Park Sales Tax.

SUGGESTED COUNCIL ACTION:

Staff is recommending Council approve the resolution authorizing the City Manager to sign the agreement.

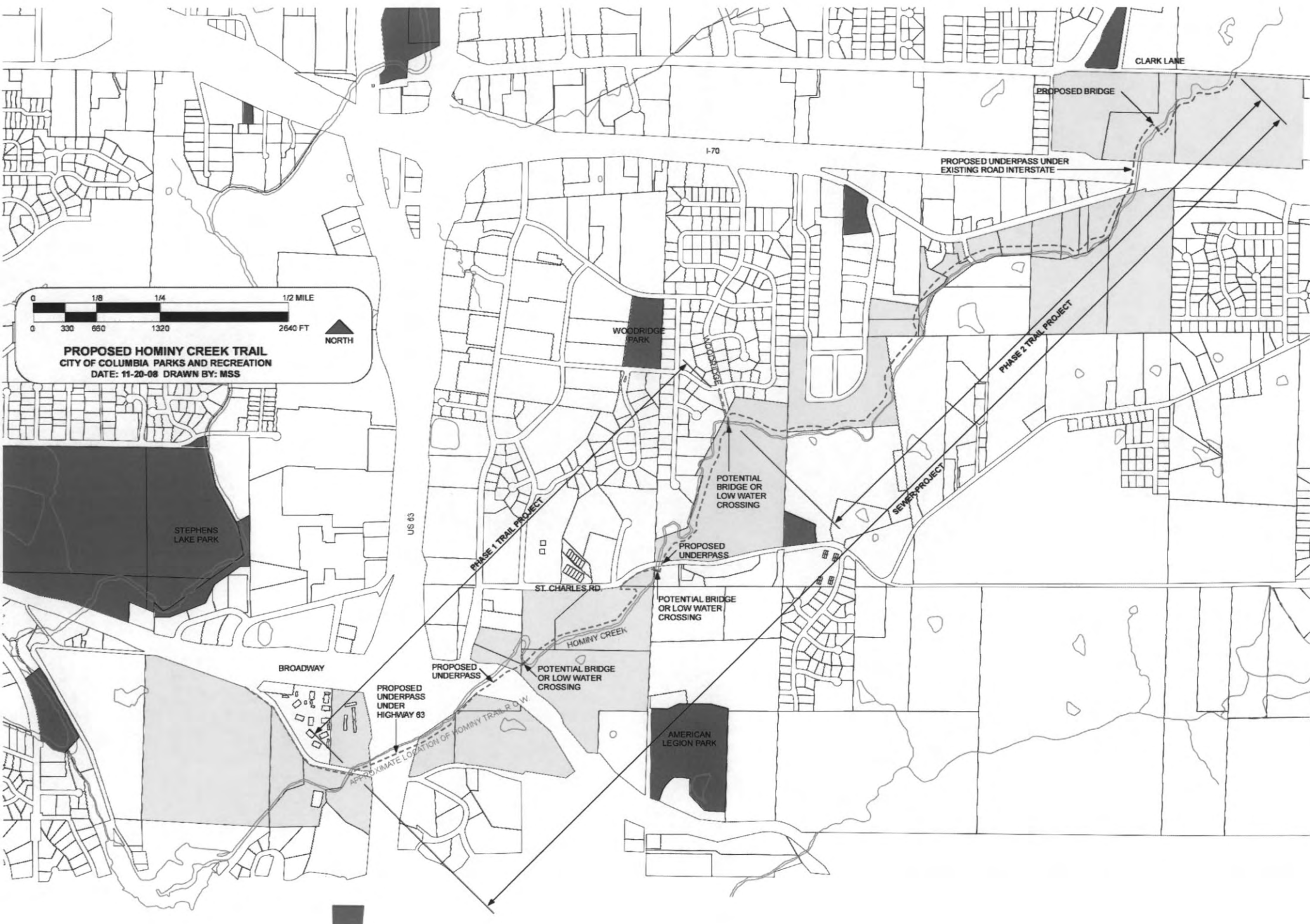
Fiscal Impact

YES x

NO

Other Info.

Project number:
C00282



0 1/8 1/4 1/2 MILE
0 330 660 1320 2640 FT

PROPOSED HOMINY CREEK TRAIL
CITY OF COLUMBIA PARKS AND RECREATION
DATE: 11-20-08 DRAWN BY: MSS

NORTH