

Introduced by \_\_\_\_\_ Council Bill No. R 159-13

**A RESOLUTION**

authorizing a contract with Engineering Surveys and Services, LLC for professional engineering services relating to the College Avenue pedestrian refuge enhancement project.

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

SECTION 1. The City Manager is hereby authorized to execute a contract with Engineering Surveys and Services, LLC for professional engineering services relating to the College Avenue pedestrian refuge enhancement project. The form and content of the contract 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 \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

SPONSOR: City of Columbia, Missouri  
 LOCATION: College Avenue / Rte. 763 between Rollins St. & University Ave.  
 PROJECT: College Avenue Crosswalks and Pedestrian Barrier STP-2100 (522)

*THIS CONTRACT* is between the City of Columbia, Missouri, hereinafter referred to as the "Local Agency", and Engineering Surveys and Services, LLC, 1113 Fay Street, Columbia, Missouri, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Surface Transportation Program coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a pedestrian barrier in the current center two-way left turn lane; construct 2 crosswalks with pedestrian havens in the median; and construct pedestrian or other appropriate traffic signals at the crosswalks with new pavement markings and traffic control signs, the exact configuration is to be selected from options to be designed after consultation and input from Interested Parties that include East Campus Neighborhood Association and University students; and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

See Attachment A

#### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 10 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 28 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
EFK Moen 13523 Barrett Parkway Drive, Suite 250 St. Louis, MO 63021-3802	Traffic Engineering; Traffic Signal Design; Structural Engineering	\$ 31,703	\$ 31,703	100%
Landworks Studio 103 S. Chestnut Olathe, KS 66061	Concept Plans Landscape Design	\$ 11,060	\$ 11,060	100%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency 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 IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency 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 Local Agency;
- B. provide the Engineer with the Local Agency'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 Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- 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.

## **ARTICLE V - PERIOD OF SERVICE**

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

- A. PS&E Approval by MODOT shall be completed on 8/15/2014.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## **ARTICLE VII - COMPENSATION**

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

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 11,944.64 , with a ceiling established for said design services in the amount of \$ 144,743.00 , which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 697.92 , with a ceiling established for said inspection services in the amount of \$ 8,360.00 , which

- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. 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 III - ADDITIONAL SERVICES.
- D. 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 45.74 % 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 92.12 % 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 VII. D.2 and VII. 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 Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Local Agency's receipt of the Consultant's invoice. The Local Agency will not

be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- 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.

#### **ARTICLE VIII - 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 Local Agency 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 IX - 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 Local Agency. 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: Traffic Engineering, Traffic Signal Design, Structural Engineering, Landscape Design.

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
EFK Moen	13523 Barrett Parkway Drive Suite 250 St. Louis, MO 63021-3802	Traffic Engineering Traffic Signal Design Structural Engineering
Landworks Studio	103 S. Chestnut Olathe, KS 66061	Landscape Design

#### **ARTICLE X - 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 XI - 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 Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Consultant its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Consultant in a timely manner.
3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

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

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency 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 XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII 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 XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

#### **ARTICLE XVIII - 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 VII 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 – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- (A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- (B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- (C) The Consultant's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(E) Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

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

Attachment E - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

(Continued on Next Page)

Executed by the Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR:** City of Columbia, Missouri

**BY:** \_\_\_\_\_  
Mike Matthes, City Manager

*APPROVED AS TO FORM:*

**ATTEST:** \_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
*Nancy Thompson, City Counselor*

**FOR:** Engineering Surveys and Services, LLC

**BY:**   
David A. Bennett, Vice President

**ATTEST:** *Berlin A. Rose*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, 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; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
John Blattell - Director of Finance

## **ATTACHMENT A - SCOPE OF SERVICES**

**July 31, 2013**

College Avenue Crosswalk and Pedestrian Barrier STP-2100 (522)  
City of Columbia Public Works Department

### **PROJECT DESCRIPTION:**

The College Avenue Crosswalk and Pedestrian Barrier Project STP-2100 (522) includes construction of: a pedestrian barrier in the current center two-way left turn lane; 2 mid-block crosswalks with pedestrian havens in the median; and pedestrian traffic signals at the crosswalks with new pavement markings and traffic control signs.

### **TASK SUMMARY**

The following is a summary of the tasks associated with the scope of services to be provided by Engineering Surveys and Services for this project.

- A. Concept Plans
- B. Preliminary Plans
- C. Right-of-Way Plans
- D. Final Plans, Specifications, and Estimates
- E. Bid Phase Services
- F. Construction Phase Services
- G. Contract Closeout Services

### **DETAILED SCOPE OF WORK**

#### **TASK A. Concept Plans**

1. Preliminary Site Visit
2. Attend Design Team Kickoff Meeting
3. Prepare Kickoff Meeting Minutes
4. Collect and review available data:
  - 4.1. City topographic surveys, aerial photo
  - 4.2. Existing Utility data
  - 4.3. MoDOT Highway Plans
  - 4.4. Current traffic crash data
  - 4.5. Property Ownership Information
  - 4.6. Review CBB Crosswalk Study

5. Prepare Concept Plans
  - 5.1. Prepare MoDOT NEPA Classification Request
  - 5.2. Select top 3 Cross Section Options
  - 5.3. Review Temporary Traffic Signal Options
  - 5.4. Review Aesthetic Feature Options
  - 5.5. Prepare Renderings for 3 Options
  - 5.6. Opinion of Probable Cost for 3 Options
  - 5.7. Plan View Aerial Photo Exhibit for Interested Parties Meeting
  - 5.8. Typical Cross Sections showing top 3 options
  - 5.9. Preliminary Report to Document Options and Costs
  - 5.10. ES&S Internal Review
  - 5.11. Present to Columbia Public Works (CPW) Staff
  - 5.12. Address CPW Comments
6. Traffic Impact Study (Redistributed Left Turns & Recommend Future Mitigation Projects)
  - 6.1. Attend TIS Scope Meeting
  - 6.2. TIS Field Reconnaissance
  - 6.3. Review current Traffic Count Data - All data collected by MU
  - 6.4. Review base Synchro Traffic model provided by MU
  - 6.5. Develop and Evaluate mitigation Alternatives
  - 6.6. Prepare TIS Report
7. Public Meetings
  - 7.1. Attend meeting (1) with East Campus Neighborhood Association {If invited}
  - 7.2. Attend meetings with Missouri Students Association (1) and Inter-Fraternity Council (1) (These meetings will be scheduled by MU) {If invited}
  - 7.3. 2 Open House Interested Parties Meetings
    - 7.3.1. Assist the City in conducting two open house type interested parties meetings. Prepare all displays and documents needed for meetings. ES&S will prepare and mail meeting announcements to property owners. One hard copy meeting announcement will be mailed to approximately 1,400 address. Most communication to stakeholders for the second meeting will be by e-mail with approximately 200 mailings.
  - 7.4. MU/MoDOT Progress meeting
8. Project Updates
  - 8.1. Prepare 4 project updates at milestone dates. Updates will be in 11" x 17" color format. Most will be e-mailed to interested parties, placed on the City website by City staff, and distributed to MU by MU staff. Approximately 200 updates will be mailed to stakeholders who request delivery by U.S. mail for each mailing.

9. Final Design Report and Preferred Concept Plan
  - 9.1. Prepare Final Design Report
  - 9.2. Traffic Signal Type Recommendation (HAWK vs. Standard Traffic Signal)
  - 9.3. Prepare Preferred Concept Plans
  - 9.4. Opinion of Probable Cost for preferred option
  - 9.5. ES&S Internal Review
  - 9.6. Submit Draft Report to CPW
  - 9.7. Address CPW Comments
10. City Council Public Hearing
  - 10.1. Present Design Report and Preferred Option at Public Hearing

## **TASK B. PRELIMINARY PLANS**

11. Provide a topographical survey of the proposed project limits. Including:
  - 11.1. General:
    - 11.1.1. City vertical datum
  - 11.2. Boundary:
    - 11.2.1. Show MoDOT Roadway Stationing
    - 11.2.2. Show street right-of-way lines (College Ave. and side streets)
    - 11.2.3. Show property lines on east side of College
    - 11.2.4. Label Property Owner names
    - 11.2.5. Label Deed Book and Page
    - 11.2.6. Label Boone County Parcel ID number
    - 11.2.7. Label Lot number and subdivision name
  - 11.3. Title work (easements of record):
    - 11.3.1. Christian Campus House property only
  - 11.4. Topo at Crosswalks
    - 11.4.1. Full topo 25 feet back of sidewalks
    - 11.4.2. Show face of buildings
    - 11.4.3. All storm sewer inlets, pipe size, material and flow lines
    - 11.4.4. All Missouri One Call flagged utilities
  - 11.5. Topo Outside Crosswalk Locations
    - 11.5.1. 100 foot cross sections to back of sidewalk, shoot all grade breaks (walk edges, top of curb, Gutter FL, crown)
    - 11.5.2. Show side streets back to radius return
    - 11.5.3. Existing pavement markings
    - 11.5.4. All manholes, valves, etc. in pavement
    - 11.5.5. All signs

- 11.5.6. Utility poles, street lights
- 11.5.7. All Missouri One Call flagged utilities
- 11.5.8. Show 100 feet of existing median at Rollins and one side of roadway to traffic signal control cabinet.
- 11.5.9. Show 100 feet of existing median at University and one side of roadway to traffic signal control cabinet.

## 12. Utility Coordination Meeting

- 12.1. Prepare Concept Plan-Profile Drawings to be sent to Utility representatives as PDFs.
- 12.2. Conduct Meeting

## 13. Prepare 50% Preliminary Plans

- 13.1. Environmental Clearances: SHPO, 404, Endangered Species, Floodplain
- 13.2. Title Sheet
- 13.3. Overall Plan View Sheet
- 13.4. Plan-Profile Sheets
- 13.5. Traffic Signal and Lighting Plans
- 13.6. Aesthetic Features Plans
- 13.7. Structural Details (Cast in place)
- 13.8. Structural Details (Precast)
- 13.9. MoDOT Standard Details
- 13.10. Temporary Traffic Control per MUTCD
- 13.11. Erosion Control Drawings
- 13.12. Field Review
- 13.13. Utility Coordination
- 13.14. Opinion of Probable Cost
- 13.15. ES&S Internal Review
- 13.16. Present to CPW Staff
- 13.17. Address CPW Comments

## **TASK C. RIGHT-OF-WAY PLANS**

### 14. Easement Descriptions

- 14.1. Property descriptions and display drawings for all needed permanent and temporary easements. The City will acquire the needed easements and ES&S will assist the City during negotiations with property owners in a role limited to answering property owner's technical questions about the project.

15. Prepare Right-of-Way Plans

- 15.1. Title Sheet
- 15.2. Overall Plan View Sheet
- 15.3. Parcel Tabulation
- 15.4. Plan Profile
- 15.5. ES&S Internal Review
- 15.6. Present to CPW Staff
- 15.7. Address CPW Comments
- 15.8. Address MoDOT Comments

**TASK D. FINAL PLANS, SPECS & ESTIMATES (PS&E)**

16. Prepare 90% Final Plans

- 16.1. Title Sheet
- 16.2. Overall Plan View Sheet
- 16.3. Plan Profile
- 16.4. Traffic Signal and Lighting Plans
- 16.5. Aesthetic Features Plans (Landworks)
- 16.6. Structural Details (Cast in place)
- 16.7. Structural Details (Precast)
- 16.8. MoDOT Standard Details
- 16.9. Temporary Traffic Control per MUTCD
- 16.10. Erosion Control Drawings
- 16.11. Utility Coordination
- 16.12. Opinion of Probable Cost
- 16.13. Preliminary Project Manual/Specs
- 16.14. ES&S Internal Review
- 16.15. Present to CPW Staff
- 16.16. Address CPW Comments

17. Prepare 100% Final Plans

- 17.1. Title Sheet
- 17.2. Overall Plan View Sheet
- 17.3. Plan Profile
- 17.4. Traffic Signal and Lighting Plans
- 17.5. Aesthetic Features Plans
- 17.6. Structural Details (Cast in place)
- 17.7. Structural Details (Precast)
- 17.8. MoDOT Standard Details
- 17.9. Temporary Traffic Control per MUTCD



- 17.10. Erosion Control Drawings
- 17.11. Utility Coordination
- 17.12. Opinion of Probable Cost
- 17.13. Final Project Manual/Specs
- 17.14. Field Review
- 17.15. ES&S Internal Review
- 17.16. Present to CPW Staff

#### **TASK E. BID PHASE SERVICES**

- 18. Attend Pre-Bid Conference
- 19. Respond to Questions/Prepare Addendums
- 20. The City will provide the administration of bid documents, including distribution of bid documents, maintaining a bidders list, collection of money and distribution of addenda.

#### **TASK F. CONSTRUCTION PHASE SERVICES**

- 21. Attend Pre-Construction Meeting
- 22. Site Visits (16 hours total – All other site visits will be Additional Services)
- 23. Review Shop Drawings and Materials Certifications
- 24. City will provide all other Construction Phase Services with their own forces.

#### **TASK G. CONTRACT CLOSEOUT SERVICES**

- 25. Attend semi-final inspection (punch list).
- 26. Attend final inspection (job walks).

## ATTACHMENT B

### ESTIMATE OF COST

DESIGN PHASE	Hours	Rate (Salary Only)	Cost
Task A - Concept Plans			
Firm Principal	33	\$ 46.40	\$ 1,531.20
Professional Engineer	240	\$ 46.15	\$ 11,076.00
Engineer	88	\$ 25.10	\$ 2,208.80
CAD Designer	58	\$ 25.50	\$ 1,479.00
Professional Surveyor	0.5	\$ 50.48	\$ 25.24
Task B - Preliminary Plans			
Firm Principal	5	\$ 46.40	\$ 232.00
Professional Engineer	66	\$ 46.15	\$ 3,045.90
Engineer	75	\$ 25.10	\$ 1,882.50
CAD Designer	95	\$ 25.50	\$ 2,422.50
Professional Surveyor	19	\$ 50.48	\$ 959.12
Survey Field Crew	80	\$ 19.40	\$ 1,552.00
Task C - Right-of-Way Plans			
Firm Principal	1	\$ 46.40	\$ 46.40
Professional Engineer	16	\$ 46.15	\$ 738.40
Engineer	4	\$ 25.10	\$ 100.40
CAD Designer	22	\$ 25.50	\$ 561.00
Professional Surveyor	8	\$ 50.48	\$ 403.84
Task D - Final PS&E			
Firm Principal	13	\$ 46.40	\$ 603.20
Professional Engineer	62	\$ 46.15	\$ 2,861.30
Engineer	62	\$ 25.10	\$ 1,556.20
CAD Designer	33	\$ 25.50	\$ 841.50
Task E - Bid Phase Services			
Professional Engineer	14	\$ 46.15	\$ 646.10
Engineer	4	\$ 25.10	\$ 100.40
SUBTOTAL	998.5		\$ 34,873.00
Payroll Overhead (Est. at	45.74	% X SUBTOTAL.)	\$ 15,950.91
General and Admin. Overhead (Est. at	92.12	% X SUBTOTAL.)	\$ 32,125.01
TOTAL LABOR & OVERHEAD			\$ 82,948.92
Fixed Fee	14.4	% X TOTAL LABOR & OVERHEAD)	\$ 11,944.64
TOTAL LABOR, OVERHEAD & FIXED FEE			\$ 94,893.56

*Other Direct Costs*

GPS/Total Station	\$ 1,000.00
Computer Time	\$ 1,100.00
Printing, Postage, Misc.	\$ 7,746.44

*Subcontract Pass-Through Costs (Identify by Name \*\*indicates DBE firm(s))*

Traffic/Structural Design - EFK Moen**	\$ 28,943.00
Landscape Design - Landworks Studio**	\$ 11,060.00

SUBTOTAL DIRECT COSTS \$ 49,849.44

**TOTAL FOR DESIGN PHASE** \$ 144,743.00

**CONSTRUCTION PHASE**

	Hours	Rate (Salary Only)	Cost
Task F - Construction Phase Services			
Firm Principal	2	\$ 46.40	\$ 92.80
Professional Engineer	24	\$ 46.15	\$ 1,107.60
Engineer	26	\$ 25.10	\$ 652.60

Task G - Contract Closeout Services			
Professional Engineer	4	\$ 46.15	\$ 184.60

SUBTOTAL 56 \$ 2,037.60

Payroll Overhead (Est. at 45.74 % X SUBTOTAL) \$ 932.00

General and Admin. Overhead (Est. at 92.12 % X SUBTOTAL) \$ 1,877.04

**TOTAL LABOR & OVERHEAD** \$ 4,846.64

Fixed Fee 14.4 % X TOTAL LABOR & OVERHEAD) \$ 697.92

**TOTAL LABOR, OVERHEAD & FIXED FEE** \$ 5,544.55

*Other Direct Costs*

Printing	\$ 55.45
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*Subcontract Pass-Through Costs (Identify by Name \*\*indicates DBE firm(s))*

Traffic/Structural Shop Drawing Review - EFK Moen**	\$ 2,760.00
-----------------------------------------------------	-------------

SUBTOTAL DIRECT COSTS \$ 2,815.45

**TOTAL FOR CONSTRUCTION PHASE** \$ 8,360.00

College Avenue Crosswalk & Pedestrian Barrier STP-2100 (522)  
Basis for Proposed Fee  
August 6, 2013

	<b>Design Hours</b>	<b>Cost</b>
EFK Moen Design Labor Cost	231	\$ 9,830.00
	<hr/>	<hr/>
Total Design Hours	231	\$9,830.00
	Overhead 181.89%	\$17,879.79
	<b>Subtotal</b>	<b>\$27,709.79</b>
	Fixed Fee 12%	\$3,325.17
	<b>Subtotal</b>	<b>\$31,034.96</b>
<b>Direct Costs</b>		\$668.00
	<b>Total Proposal Cost</b>	<b>\$31,702.96</b>
	<b>Contract Ceiling</b>	<b>\$ 31,703.00</b>

**College Avenue Crosswalk & Pedestrian Barrier STP-2100 (522)**

**Basis for Proposed Fee**

July 31, 2013

Attachment B

Page 2 of 2

Scope of Work Assumes:  
Base Mapping, Utility Locations and Topographic Survey will be provided to EFK Moen by ES&S  
Traffic Counts on College Avenue will be provided by others

Project Work Plan and Tasks	Firm Principal/ Project Manager Hours Rate	Professional Engineer/ Structural Engineer Hours Rate	Engineer Hours Rate	Engineering Technician/ CAD Designer Hours Rate	Other Direct Cost	TOTAL
<b>TASK A. Concept Plans</b>						
Design Team Kickoff Meeting						
Preliminary Site Visit (ALL)	\$					\$
Initial Meeting (ALL)	\$					\$
Meeting Minutes						
<b>Information Collection</b>						
Review CBB Cross Walk Study (ES&S and EFK Moen)			2 \$ 65			\$ 65
Computer Prints						
<b>Concept Plans</b>						
Review Temporary Traffic Signal Options (EFK Moen)			2 \$ 65			\$ 65
Opinion of Probable Cost for 3 Options (ALL)	1 \$ 67		1 \$ 32			\$ 99
<b>Traffic Impact Study (Redistributed Left Turns &amp; Recommend Future Mitigation Projects)</b>						
TIS Scope Meeting (ES&S and EFK Moen)	5 \$ 335				\$ 120	\$ 335
TIS Field Reconnaissance (EFK Moen)						\$
Review Traffic Count Data - All data collected by MU (EFK Moen)			4 \$ 129			\$ 129
Review MU Traffic model (EFK Moen)			3 \$ 97			\$ 97
Develop and Evaluate Alternatives (EFK Moen)			6 \$ 194			\$ 194
Prepare TIS Report (EFK Moen)			4 \$ 129			\$ 129
Computer Prints				2 \$ 52		\$ 52
<b>Open House Interested Parties Meeting #1 (Project Goals)</b>						
Staff Open House (ALL)	5 \$ 335				\$ 120	\$ 335
Review Public Comments						
<b>MU and MoDOT Design Stakeholders Meeting (Review 3 Options)</b>						
Staff Open House (ALL)	5 \$ 335				\$ 120	\$ 335
Review Public Comments						
<b>Open House Interested Parties Meeting #2 (Refine 3 Options)</b>						
Staff Open House (ALL)	5 \$ 335				\$ 120	\$ 335
Review Public Comments						
<b>Final Design Report and Preferred Concept Plan</b>						
Traffic Signal Type Recommendation (EFK Moen)			4 \$ 129			\$ 129
Prepare Preferred Concept Plans (ALL)			8 \$ 248	16 \$ 414		\$ 673
Opinion of Probable Cost (ALL)	1 \$ 67		2 \$ 65			\$ 132
<b>City Council Public Hearing</b>						
Present Design Report and Preferred Option at Public Hearing (ES&S EFK Moen)	5 \$ 335				\$ 120	\$ 335
<b>TASK A. TOTAL</b>						
<b>TASK B. PRELIMINARY PLANS</b>						
Prepare 50% Preliminary Plans	2 \$ 134		4 \$ 129	16 \$ 414	\$ 68	\$ 677
Traffic Signal and Lighting Plans (EFK Moen)		24 \$ 1,216				\$ 1,216
Structural Details (Cast in place)		24 \$ 1,216				\$ 1,216
Structural Details (Precast)						
<b>TASK B. TOTAL</b>						
<b>TASK C. RIGHT-OF-WAY PLANS</b>						
<b>TASK C. TOTAL</b>						
<b>TASK D. FINAL PLANS, SPECS &amp; ESTIMATES (PS&amp;E)</b>						
Prepare 90% Final Plans						
Traffic Signal and Lighting Plans (EFK Moen)	2 \$ 134	6 \$ 304	8 \$ 258	16 \$ 414		\$ 806
Structural Details (Cast in place)		6 \$ 304				\$ 304
Structural Details (Precast)						\$ 304
Opinion of Probable Cost (ALL)	1 \$ 67		2 \$ 65			\$ 132
Prepare 100% Final Plans						
Traffic Signal and Lighting Plans (EFK Moen)	2 \$ 134		4 \$ 129	8 \$ 207		\$ 470
Structural Details (Cast in place)						\$
Structural Details (Precast)						\$
Opinion of Probable Cost (ALL)	1 \$ 67		2 \$ 65			\$ 132
<b>TASK D. TOTAL</b>						
<b>TASK E. BID PHASE SERVICES</b>						
<b>TASK E. TOTAL</b>						
<b>TASK F. CONSTRUCTION PHASE SERVICES</b>						
Shop Drawing and Materials Certification Review	2 \$ 134	12 \$ 608	4 \$ 129			\$ 871
<b>TASK F. TOTAL</b>						
<b>Project Management and Administration</b>						
Cost Control/Invoicing						
Project Management and Schedule						\$ 268
<b>PROJECT TOTALS</b>	41 \$ 2,744	72 \$ 3,647	60 \$ 1,939	58 \$ 1,501	\$ 668	\$ 9,830

Total Hours 231  
Labor Cost \$ 9,830  
Direct Cost \$ 668  
\$ 9,830



103 S. Chestnut Street • Olathe, KS 66061 • 913.780.6707

## Professional Services Proposal 13-031

To	From	13 February 2013
<b>David Bennett, PE</b> <b>Engineering Surveys &amp; Services</b> 1113 Fay Street Columbia, MO 65201 P: (573) 449-2646 F: (573) 499-1499	<b>Carisa McMullen, RLA</b> Principal  <b>Project</b> <b>College Ave. Pedestrian Crossing - Columbia, MO</b>	

### Project Description

Thank you for the opportunity to present a proposal for Landscape Architectural services as part of this Project. We look forward to assisting you by providing the scope of services described herein.

### Scope of Services

Our services will include conceptual plans, preliminary plans and final plans. Specific tasks for these items will include the following:

#### Concept Plans

Preliminary site visit and initial meeting

Conceptual cross-section development

Preparation of aesthetic feature options

Preparation of 3 rendered options for aesthetics. These will be street-level views with combined photo elements and hand or digital linework, on a large-format board or boards, suitable for public display.

Development of probable cost for all three options.

Attendance at staff open house

Preparation of preferred concept plans

Opinion of probable cost

#### Preliminary plans

Develop aesthetic features plans

#### Final Plans, PS&E

Prepare and deliver 90% feature plans

Prepare and deliver 100% feature plans

### ASSUMPTIONS

ES&S will provide all necessary coordination with the Owner.

ES&S will provide necessary background CAD drawings

ES&S will, with Landworks Studio's input, establish and communicate milestone delivery dates.

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[www.landworksstudio.com](http://www.landworksstudio.com)

#### ADDITIONAL SERVICES

The following items may be provided upon acceptance of a written fee proposal: additional meetings, additional presentation graphics, preparation of additional public exhibits (large-format, computer-generated or hand-rendered boards), 3D modeling and irrigation design.

#### EXCLUDED SERVICES

The following items are excluded from Landworks Studio's scope of work:

Right-of-Way plans or evaluation of public ROW impacts

Utility design

Soil investigation to determine suitability for plant material.

Drainage design or evaluation of grading considerations beyond those immediate adjacencies (such as curbs, pavement elevations, etc.)

Traffic studies or evaluation of sightline issues.

#### Design Items

---

Conceptual Design

Design Development

Construction Documents

Fee and Structure	Amount
Concept Plans	7,400.00
Preliminary Plans	1,740.00
Final Plans, PS&E	1,680.00
Reimbursable Expenses	240.00
	<b>\$ 11,060.00</b>

#### Terms and Conditions

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##### SECTION 1 - BASIC SERVICES OF LANDSCAPE ARCHITECT

##### 1.1 General.

1.1.1. The Basic Services to be performed by LANDWORKS STUDIO, hereinafter referred to as LANDSCAPE ARCHITECT, are defined in the attached proposal letter agreement, hereinafter referred to as Letter of Agreement. When Letter of Agreement is signed by both parties, with the second party hereinafter referred to as CLIENT, the Letter of Agreement invokes the Standard Agreement and Terms and Conditions contained herein.

1.1.2. The part of the Project for which LANDSCAPE ARCHITECT is to provide services described in the attached Letter of Agreement and in this document is hereinafter referred to as This Part of the Project.

1.1.3. LANDSCAPE ARCHITECT will collaborate with CLIENT and CLIENT's consultants to the extent required to provide a coordinated design for the overall Project. All communications with the CLIENT's consultants or other Project participants will be through or with the knowledge of the CLIENT. Except as set forth herein, LANDSCAPE ARCHITECT will not have any duties or responsibilities for any other part of the Project. LANDSCAPE ARCHITECT will perform services in character sequence and timing so that it will be coordinated with that of CLIENT and other consultants for the Project. LANDSCAPE ARCHITECT agrees to a mutual exchange of Drawings and Specifications for the Project with CLIENT and other consultants.

1.1.4. If you have chosen not to have the LANDSCAPE ARCHITECT and the consultants of the LANDSCAPE ARCHITECT provide construction administration services on the project, then those services shall be excluded from our contract. The CLIENT shall then assume the liability to ensure that the project is constructed in accordance with the design of the LANDSCAPE

ARCHITECT and the CLIENT will hold the LANDSCAPE ARCHITECT harmless from any claim due to the contractor not building per plans and specifications.

## SECTION 2 - ADDITIONAL SERVICES

### 2.1 General.

If authorized in writing by the CLIENT, LANDSCAPE ARCHITECT shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided in the attached Letter of Agreement; these will be paid for by CLIENT as indicated in Section 5.

2.1.1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.

2.1.2. Services resulting from significant changes in extent of This Part of the Project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, or character of construction; and revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond LANDSCAPE ARCHITECT's control.

2.1.3. Additional services in connection with This Part of the Project; including services normally furnished by CLIENT, and services not otherwise provided for in this or the attached Letter of Agreement such as: services of special consultants, value engineering, detailed cost estimates, or Bid Phase or Construction Phase services.

## SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

3.1. Provide all criteria and full information as to CLIENT's requirements for the Project including: design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.2. Assist LANDSCAPE ARCHITECT by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Arrange for access to and make all provisions for LANDSCAPE ARCHITECT to enter upon public and private property as required for LANDSCAPE ARCHITECT to perform his services.

3.4. Furnish, or direct LANDSCAPE ARCHITECT in writing to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.5. Bear all costs incident to compliance with the requirements of this Section 3.

## SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for LANDSCAPE ARCHITECT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Design Phase (unless otherwise stated in attached proposal letter). LANDSCAPE ARCHITECT's obligation to render services hereunder will extend for a period that may reasonably be required for the design (unless otherwise stated in attached proposal letter) of This Part of the Project; including extra work and required extensions thereto.

4.2. If LANDSCAPE ARCHITECT's services for design (or phases as stated in attached proposal letter) of This Part of the Project are delayed or suspended (in whole or in part) by CLIENT for more than two weeks for reasons beyond LANDSCAPE ARCHITECT's control then LANDSCAPE ARCHITECT shall, on written demand to CLIENT (but without termination of this Agreement) be paid as provided in paragraph 5.3.2.

## SECTION 5 - PAYMENTS TO LANDSCAPE ARCHITECT

5.1.1. For Basic Services. CLIENT shall pay LANDSCAPE ARCHITECT for Basic Services described in the Letter of Agreement rendered under Section 1 the Time and Materials Fee as described in the Letter of Agreement.



5.1.2. For Additional Services. CLIENT shall pay LANDSCAPE ARCHITECT for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered, under paragraphs 2.1.1 through 2.1.3, the fee shall be that which is agreed upon on an Authorization for Additional Services form. This Authorization for Additional Services form shall be issued at the time of CLIENT's request and shall include revised scope of work. The Authorization for Additional Services form shall be signed by the CLIENT and this will act as notice to proceed with Additional Services.

5.1.3. Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, CLIENT shall pay LANDSCAPE ARCHITECT the actual costs (times a factor of 1.1) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services if defined in the attached Letter of Agreement.

5.1.4. The terms "Reimbursable Expenses" will have the meanings assigned in paragraph 5.4.

## 5.2. Times of Payments

5.2.1. LANDSCAPE ARCHITECT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The invoices will be based upon LANDSCAPE ARCHITECTS's estimate of the proportion of the total services actually completed at the time of billing. Payment terms are net 30 days. CLIENT shall make prompt payments in response to LANDSCAPE ARCHITECT's statements.

## 5.3. Other Provisions Concerning Payments.

5.3.1. If CLIENT fails to make any payment due LANDSCAPE ARCHITECT for services and expenses within the limits described in the attached Letter of Agreement, the amounts due LANDSCAPE ARCHITECT shall include a charge at the rate of 1.5% per month from said thirtieth day, and in addition, LANDSCAPE ARCHITECT may (after giving seven days written notice to CLIENT) suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by CLIENT under paragraph 7.1 of the Basic Services; LANDSCAPE ARCHITECT will be paid for services rendered up to that time (on the basis of Direct Labor Costs times a factor of 3.2) for services rendered to date of termination by principal and employees assigned to This Part of the Project. In the event of any such termination, LANDSCAPE ARCHITECT will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination Expenses mean Reimbursable Expenses directly attributable to termination.

## 5.4. Definitions.

5.4.1. The Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Projects, including but not limited to; LANDSCAPE ARCHITECTs, designers, drafters, estimators, administration, and clerical.

5.4.2. Reimbursable Expenses means the actual expenses incurred (directly or indirectly) in connection with the Project for: obtaining bids or proposals from Contractor(s); postage, toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; project related travel and lodging costs; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates.

## SECTION 6 - OPINIONS OF COST

### 6.1. Opinions of Cost.

6.1.1. Since LANDSCAPE ARCHITECT has no control over the cost of labor, material, equipment, or services furnished by others; or over the Contractor(s) methods of determining prices; or over competitive bidding or market conditions; then his opinions of probable Construction cost for This Part of the Project provided for herein are to be made on the basis of his experience and qualifications; and represent his best judgment as an experienced and qualified Professional LANDSCAPE ARCHITECT (familiar with the construction industry). LANDSCAPE ARCHITECT cannot and does not guarantee that proposals, bids, or actual Construction Cost for This Part of the Project will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Construction Cost for This Part of the Project he shall employ an

independent cost estimator as provided in paragraph 2.1.3.

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice.

### 7.2. Reuse of Documents.

7.2.1. All documents including Drawings and Specifications prepared by LANDSCAPE ARCHITECT pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by LANDSCAPE ARCHITECT for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to LANDSCAPE ARCHITECT; and CLIENT shall indemnify and hold harmless LANDSCAPE ARCHITECT from all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting therefrom. Any such verification or adaptation will entitle LANDSCAPE ARCHITECT to further compensation at rates to be agreed upon by CLIENT and LANDSCAPE ARCHITECT.

### 7.3. Records.

7.3.1. Records of LANDSCAPE ARCHITECT's Direct Labor Costs, Payroll Costs, and Reimbursable Expenses (pertaining to This Part of the Project) will be kept on a generally recognized accounting basis and made available to CLIENT on request.

7.3.2. LANDSCAPE ARCHITECT shall maintain all design calculations on file in legible form. A copy of these shall be available to CLIENT at LANDSCAPE ARCHITECT's expense; and the originals shall not be disposed of by LANDSCAPE ARCHITECT until after sixty days prior written notice to CLIENT or 60 months after project completion without notice.

7.3.3. LANDSCAPE ARCHITECT's records and design calculations will be available for examination and audit as required in writing by CLIENT.

### 7.4. Insurance.

7.4.1. CLIENT and LANDSCAPE ARCHITECT shall each procure and maintain insurance (other than life insurance) for protection from claims under worker's compensation acts, claims for damages because of bodily injury (including personal injury), sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4.2. Also CLIENT and LANDSCAPE ARCHITECT shall each procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in such amounts, with such deductible provisions, and for such periods of time as appropriate for the size of the project; and certificates indicating that such insurance is in effect will be exchanged by them.

7.4.3. CLIENT will also cause other professional consultants retained by CLIENT for the Project to procure and maintain comparable professional liability insurance coverage.

7.4.4. CLIENT agrees to limit the LANDSCAPE ARCHITECT's liability to the CLIENT and to all construction contractors and subcontractors on the project, due to the LANDSCAPE ARCHITECT's negligent acts, errors or omissions, or any claim of any nature whatsoever arising out of or relating to the performance of professional services under this agreement, such that the total aggregate liability of the LANDSCAPE ARCHITECT to all those named shall not exceed \$50,000 or the LANDSCAPE ARCHITECT's total fee for services rendered on this project, whichever is greater.

### 7.5. Controlling Law.

7.5.1. This Agreement is to be governed by the law of the State of Missouri.

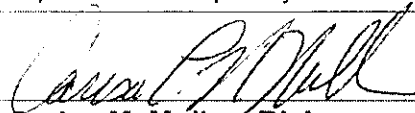
7.6. Successors and Assigns.

7.6.1. CLIENT and LANDSCAPE ARCHITECT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.6.2. Neither CLIENT nor LANDSCAPE ARCHITECT shall assign, sublet, nor transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent LANDSCAPE ARCHITECT from employing such independent consultants, and associates as he may deem appropriate to assist him in the performance of services hereunder.

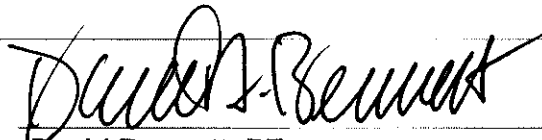
7.6.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and LANDSCAPE ARCHITECT.

Proposed and Accepted by:



**Carisa McMullen, RLA**

Principal



**David Bennett, PE**

8/1/2013  
Date

**ATTACHMENT C**  
ENGINEERING SURVEYS AND SERVICES  
OVERHEAD SCHEDULE  
FOR THE YEAR ENDED DECEMBER 31, 2011

DESCRIPTION	% of Direct Labor
<b>DIRECT LABOR</b>	
<b>INDIRECT COSTS</b>	
FRINGE BENEFITS	
Benefits - vacation and sick	9.68%
Benefits - 401k	4.12%
Benefits - Health Savings Account	0.64%
Insurance - medical	18.47%
Insurance - worker's comp	1.98%
Payroll Taxes	10.85%
<b>TOTAL FRINGE BENEFITS</b>	<b>45.74%</b>
<b>GENERAL OVERHEAD</b>	
Accounting	1.98%
Depreciation	9.90%
Dues, Subs & Memberships	2.20%
Equipment Rental	0.24%
Indirect Labor Cost (Unbillable time)	32.42%
Insurance-Other	0.01%
Insurance-General Liability	2.24%
Insurance-Professional Liability	3.38%
Insurance-Vehicles	1.39%
Lab Expendibles	1.54%
Survey Expendibles	0.42%
Legal & Consulting Fees	2.77%
Licenses-Professional	0.04%
Licenses-Vehicles	0.03%
Licenses-Other	0.18%
Maintenance and Repairs - Survey Equipment	0.41%
Maintenance and Repairs-Building	1.47%
Maintenance and Repairs-Lab Equipment	2.20%
Maintenance and Repairs-Vehicle	0.65%
Maintenance and Repairs-Office Equipment	0.06%
Meetings-MSPS-Registration Fees	0.00%
Postage and Delivery	1.16%
Professional Development	0.09%
Rent	3.52%
Supplies-Equip & Software	1.08%
Supplies-Miscellaneous Office	1.64%
Taxes-Personal Property	0.34%
Taxes-Real Estate	1.98%
Taxes-Use Tax	0.06%
Telephone-Internet	0.17%
Telephone-Other	1.55%
Travel-Lodging & Misc.	0.09%
Utilities-Electric/Gas	2.94%
Utilities-Security Alarm	0.07%
Utilities-Trash/Waste	0.06%
Utilities-Water	0.08%
Vehicle Gas	7.32%
<b>TOTAL GENERAL OVERHEAD</b>	<b>85.67%</b>
<b>Facilities Capital Cost of Money (FCCM)</b>	<b>6.45%</b>
<b>Percent of Direct Labor</b>	<b>137.85%</b>

**EFK♦Moen, LLC****OVERHEAD SCHEDULE  
January - December 2012****FAR Adjusted Overhead - Cumulative for 2012  
FROM YEAR END INCOME STATEMENT FIGURES**

DESCRIPTION	PERCENT
Payroll Additives:	
Paid Time Off (PTO)	12.39%
Holidays	5.62%
Payroll Taxes	14.28%
Medical, Dental, Life & Disability Insurance	11.19%
Indirect Proposal Portion of DB	2.70%
Overtime Premium	1.31%
Worker's Compensation	0.55%
401(k) Contributions	5.72%
Bonuses	6.53%
<i>subtotal</i>	60.29%
General Overhead:	
Indirect Labor	62.28%
Direct Expenses Not Billed	0.00%
Rent	19.96%
Repairs and Maintenance	0.91%
Building Utilities	6.26%
Security	0.00%
Professional Fees	1.25%
Property & MO Use Taxes	0.40%
Office Supplies	3.10%
Professional Liability Insurance	3.73%
General Insurance	0.92%
Printing	1.08%
Computer Expenses	8.88%
Travel	3.06%
Vehicle Expense	1.13%
Registration & Seminars	1.27%
ADP Expense for Payroll	0.41%
Dues & Subscriptions	2.00%
Depreciation & Amortization	4.51%
Professional Licenses	0.17%
Recruitment & Staffing	0.00%
Postage & Delivery	0.34%
Business Licenses	0.04%
Bank Service Charges	0.08%
Miscellaneous	-0.44%
Staff & Client Events	0.00%
Client Entertainment	0.00%
Advertising	0.00%
Long Term Care insurance Partners	0.00%
Partner Life Insurance	0.00%
Bad Debts	0.00%
Contributions/Lobbying	0.00%
Income Taxes	0.00%
Interest	0.00%
<i>subtotal</i>	121.34%
Total expenses	181.63%
Cost of Facilities Capital	0.26%
Total OH Expenses	181.89%

## **ATTACHMENT D**

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

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#### **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 at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

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 E

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

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#### 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 at the Excluded Parties List System.  
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
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.

Consultant – EFK Moen, LLC

Printed Name: Linda Moen

Signature: 

Date: 5/20/2013

**Attachment F**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace

a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Consultant shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the consultant.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

1. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified is less than the established DBE goal given, then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment G – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Engineering Surveys and Services, LLC

**Project Owner (LPA):** City of Columbia, Missouri

**Project Name:** College Avenue Crosswalks and Pedestrian Barrier

**Project Number:** STP-2100 (522)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: \_\_\_\_\_

Printed Name: David A. Bennett

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 8/1/2013

**Attachment G – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** EFK Moen

**Project Owner (LPA):** City of Columbia, Missouri

**Project Name:** College Avenue Crosswalks and Pedestrian Barrier

**Project Number:** STP-2100 (522)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

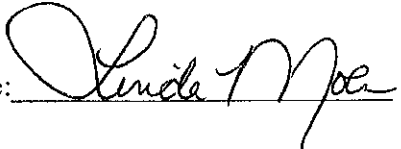
LPA

Consultant

Printed Name: \_\_\_\_\_

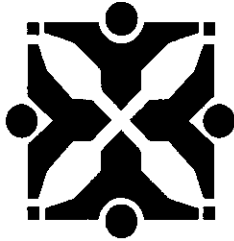
Printed Name: Linda Moen

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 5/20/2013



Source: Public Works

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: Aug 19, 2013

Re: Professional Engineering Services Contract - College Avenue Pedestrian Refuge Enhancement Project

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an Engineering Services Contract with Engineering Surveys and Services, LLC for the College Avenue Pedestrian Refuge Enhancement project. This consultant was selected through a competitive process that met City, State and Federal requirements.

**DISCUSSION:**

The College Avenue Pedestrian Refuge Enhancement Project consists of the construction of a pedestrian barrier in the current center two-way left turn lane on College Avenue between Rollins Street and University Avenue, and two crosswalks with pedestrian havens in the median, as well as traffic signals, pavement markings and signs. The project will provide additional opportunities for pedestrians to safely cross College Avenue in the University of Missouri campus area, and improving safety for both pedestrians and motorists.

The project is funded by a Statewide Transportation Enhancement Grant awarded by MoDOT, with the required 20% local fund match being split between the City of Columbia and the University of Missouri. The City is acting as the lead agency for this project.

The consultant's scope of services for this engineering contract includes surveying, engineering design and final construction documents necessary to construct this project. The preliminary total cost for this project, including engineering design, easement acquisition and utility relocation, is approximately \$824,000. Construction is anticipated in 2014 or 2015.

The consultant will also work with the City and the University on coordination and individual meetings with key project stakeholders, such as the East Campus Neighborhood Association and University-affiliated organizations, during development of the design. In addition, the City's usual public involvement process will be followed, which will include an Interested Parties open-house meeting and a Public Hearing at a future City Council meeting.

**FISCAL IMPACT:**

The contract will be funded with the Enhancement grant awarded by MoDOT plus the previously-appropriated local fund match. This contract with Engineering Surveys and Services, LLC is for a not-to-exceed fee of \$153,103.

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Dedicate funds to identify routes and corridors for all modes, preserve rights of way, and improve existing intersections to enhance safety and improve capacity.

**SUGGESTED COUNCIL ACTIONS:**

Approve the resolution authorizing the City Manager to execute an Engineering Services Contract with Engineering Surveys and Services, LLC for the College Avenue Pedestrian Refuge Enhancement project.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$244.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$823,875.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	13.2.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	



