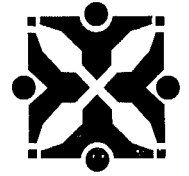


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 187-14

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: October 6, 2014

Re: Professional Engineering Services Agreement for the Worley Street and Clinkscates Road Intersection Improvement Project

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: Maps

Executive Summary

Authorizing the City Manager to execute a Professional Engineering Services agreement with Bartlett & West Engineers, Inc., related to the Worley Street and Clinkscates Road intersection improvement project. Tasks include design engineering of pedestrian push buttons and signals, ramps, crosswalks to meet ADA requirements, and signal modifications to install flashing yellow left turn arrows.

Discussion

The Worley Street and Clinkscates Road intersection improvements is a Community Development Block Grant (CDBG) funded project that will connect recently constructed sidewalk projects along Worley Street, and provide ADA accessible connectivity on Worley, from West Boulevard to Bernadette Drive. Construction of the Worley Street Sidewalk Phase 1 project, from Clinkscates Road to West Boulevard, was completed in 2011; and the Worley Street Sidewalk Phase 2 project, from Clinkscates Road to Bernadette Drive, is currently under construction.

The construction concept cost estimate for this project is \$145,000, and will be funded by CDBG funds. The grant funds for the design of this project must be spent by October 2015. Construction is expected to begin in 2016.

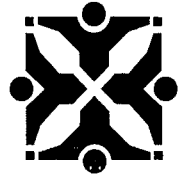
Fiscal Impact

Short-Term Impact: The agreement with Bartlett & West Engineers, Inc. is for a not-to-exceed amount of \$30,308, and is being funded using existing CDBG funds.

Long-Term Impact: The construction concept cost estimate is \$145,000, and will be paid with CDBG funds. Once constructed, the increased cost of maintaining the signals and ramps will be negligible compared to the cost of maintaining the existing facilities.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Infrastructure, Mobility, Connectivity, and Accessibility

Suggested Council Action

Authorize the City Manager to execute a Professional Engineering Services agreement with Bartlett & West Engineers, Inc. for the Worley Street and Clinkscales Road Intersection Improvement project.

Legislative History

4/30/14 - Public Works applied for Community Development Block Grant funding for this project.

6/20/14 - Community Development Commission released 2015 CDBG Funding Recommendations.



Department Approved



City Manager Approved

Introduced by _____ Council Bill No. R 187-14

A RESOLUTION

authorizing an agreement for professional engineering services
with Bartlett & West, Inc. for design of the Worley Street and
Clinkscates Road intersection improvement 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 an agreement for
professional engineering services with Bartlett & West, Inc. for design of the Worley Street
and Clinkscates Road intersection improvement project. The form and content of the
agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part
hereof.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

COPY

**AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
BARTLETT & WEST, INC.**

THIS AGREEMENT made as of _____ day of _____, 2014, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Bartlett & West, Inc. of Jefferson City, MO, hereinafter called the ENGINEER.

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

WORLEY STREET AND CLINKSCALES ROAD – INTERSECTION IMPROVEMENTS. This project includes the construction of new curb ramps on the south side of the Worley Street and Clinkscals Road intersection as well as new push button detectors, crosswalk signals and flashing yellow left turn arrows at the existing signal.

NOW THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services", dated August 19, 2014.

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

<u>Name and Title</u>	<u>Assignment</u>
Todd Kempker, P.E. Project Manager	Project Mgmt/Communications/ Engineering Design Lead
Dustin Kaiser, P.L.S. Survey Manager	Project Surveys & Legal Description
Jason Sommerer, P.E. Engineer	Project Design Engineering
Bob Gilbert, P.E. Location Manager	Technical Advisor

All of the services required hereunder will be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 The ENGINEER shall furnish such periodic reports as the CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by the CITY to assure proper accounting for all project funds. These records must be available to the CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

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

- 3.1.1 Financial Consultation
Consult with CITY's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements
- 3.1.2 Property Procurement Assistance
Provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 3.1.3 Obtaining Services of Others
Provide through subcontract the services or data set forth in Attachment A.
- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services
Services not specifically defined heretofore that may be authorized in writing by CITY.

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to CITY's requirements for the PROJECT.
- 4.2 Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Attachment A - "Scope of Basic Services", dated September 25, 2014.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

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

4.6 Designate John D. Glascock, P.E. , as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

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

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

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

SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within 500 calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

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

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective to January 1, 2015, and may be revised thereafter.

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

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

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

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

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$30,308.00.**

6.2 Payments

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 **ENGINEER'S INSURANCE:** 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 claim and **\$2,000,000** aggregate. 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)** years. 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, and trucks; hired automobiles, 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.

Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

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

7.1.3 **Professional Oversight Indemnification**

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

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

7.2 **Professional Responsibility**

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

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

7.3 Estimates and Projections

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

7.4 On-Site Services

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

7.5 Changes

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

7.6 Suspension of Services

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

7.7 Termination

Services may be terminated by the CITY at any time and for any reason, and by the ENGINEER in the event of substantial failure to perform in accordance with the terms hereof by the CITY through no fault of the ENGINEER, by ten (10) days' notice. If so terminated, CITY shall pay ENGINEER all uncontested amounts due

ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of CITY's termination of the Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of the CITY become its property.

Further, the ENGINEER shall not be relieved of any liability to the CITY for any damages sustained by the CITY by virtue of any breach of this Agreement by ENGINEER and the CITY may withhold any payments due the ENGINEER for the purpose of set-off until such time as the exact amount of damages to the CITY, if any, is determined.

7.8 Publications

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

7.9 Nondiscrimination

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

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

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

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

7.10 Successor and Assigns

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

7.11 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of the CITY and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

ENGINEER shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing.

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

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 ENGINEER agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this contract ENGINEER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ENGINEER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-528.40-23, C00509, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Director of Finance

ENGINEER

By: _____
Robert A. Gilbert, Vice President

By: _____
Todd Kempker, Project Manager

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Effective 1/1/2009

Notary Public

ATTACHMENT A - SCOPE OF BASIC SERVICES
PROPOSAL FOR PROFESSIONAL SERVICES
FOR
WORLEY STREET AND CLINKSCALES ROAD - INTERSECTION IMPROVEMENTS

A. SCOPE OF BASIC SERVICES

GENERAL BACKGROUND

This project connects two previous CDBG projects along Worley Street. The Worley Street Sidewalk Phase 1 project to the east was designed by City staff, and the second phase to the west was designed by Bartlett & West. This project will connect these two sidewalk projects and improve pedestrian safety at the intersection.

The Worley Street and Clinkscases Road intersection currently features pedestrian push button detectors and crosswalk signals for the west and south legs of the intersection. The proposed improvements include upgrading these to meet current ADA requirements, as well as adding push buttons and crosswalk signals to the east and north legs of the intersection. Signal modifications also include replacing the existing permissive left turn signals with the flashing yellow left turn arrows currently being used in Columbia. As part of the project the City intends to replace the signal poles and mast arms in the northwest and southeast quadrants. It is assumed that MoDOT standard plans and foundation designs will be used to construct the new foundations and poles. The project will also require a new signal cabinet to be installed. It is assumed that new wiring can be done in the existing conduits and that new conduits are not needed as part of the project. However, the City would like to bid an alternate for boring as an alternate in case the wire does not push through existing conduit.

The ramps at the north side of the intersection were recently replaced. The ramps on the southwest and southeast corners do not meet current ADA requirements and will be replaced as part of the project. It is assumed that the ramps to the north can be maintained if they align well with the new south ramps. Adjustments to the south ramps could lead to replacement of one or both of the north ramps if needed. It is assumed that the ramp improvements will require adjustment to the existing drainage facilities and poles in the southeast quadrant.

The City will be performing the tasks associated with the administration of the CDBG funds for the project and will develop the project bid manual and technical specifications and handle the bidding and construction administration and observation for the project. The Consultant will only provide the list of bid items and quantities for insertion into the project bid manual, along with any non-standard technical specifications. The City will perform the permitting, such as Section 106.

TASK 1 – DATA COLLECTION AND MAPPING SERVICES

- 1.1 Collect data and review information to be used in performing the project including the following: property owner names and addresses, and existing plats for the south side of Worley Street. Aerial photographs, contours, planimetrics and other data obtained for the Worley Street Sidewalk Phase 2 project will be utilized for this project as well.
- 1.2 Perform research of existing deeds and easements at County Recorder's Office for the properties in the northeast, southeast and southwest quadrants of the intersection. Does not include title company services. Should this be necessary, this will be paid for directly by City.
- 1.3 Perform horizontal and vertical control setting for the project surveying. Project control is anticipated to be set using GPS technology from MoDOT RTK network.
- 1.4 Request ONE-CALL utility locates in the project corridor. Does not guarantee utilities accurately locate the utilities or even attempt to do so.
- 1.5 Conduct topographic survey of the intersection to supplement current mapping from the Worley Street Sidewalk Phase 2 project. Mapping to include existing infrastructure components, private property improvements in vicinity of project, utilities present and marked, and other topographic features.
- 1.6 Complete boundary survey recovery of existing pins and perform calculations to set existing property lines in the project area for base mapping and further easement preparation services (assumes 3 tracts).
- 1.7 Develop project base mapping from topographic and boundary survey information. Field check mapping.

TASK 2 – PRELIMINARY DESIGN SERVICES

- 2.1 Attend project kickoff meeting with City staff and perform field design on project base mapping.
- 2.2 Detail curb ramp geometry and maximum slopes for landings and ramp sections. Conduct drainage study in southeast quadrant of the intersection.
- 2.3 Determine signal push button locations to meet ADA criteria and wire sizes and layout.
- 2.4 Create set of preliminary plans for project, utilizing AUTOCAD/Civil 3D, consisting of the following:
 - 2.4.1 Cover Sheet
 - 2.4.2 Standard Details
 - 2.4.3 Plan/Profile (assumes 1 sheet at 20 scale)
 - 2.4.4 Curb Ramp Details
 - 2.4.5 Signal Plan View Sheet
- 2.5 Prepare preliminary plans cost estimate.
- 2.6 Conduct 1 preliminary design review meeting with City staff during course of preliminary design.
- 2.7 Submit the preliminary plans and cost estimates to the City for review.
- 2.8 Conduct an interested parties meeting with property owners and stakeholders. Prepare a graphical display of the approved concept design mounted on foam core or cardboard showing a clear representation of the proposed construction.
- 2.9 Conduct a preliminary design coordination meeting with utility companies.

- 2.10 At the conclusion of preliminary design services, develop legal descriptions and tract maps for easements for up to 4 tracts.

TASK 3 - FINAL DESIGN SERVICES

- 3.1 Develop final plans, utilizing AUTOCAD/Civil 3D, based on review comments from City staff regarding preliminary plans. Final plans are anticipated to consist of the following:
- 3.1.1 Cover Sheet
 - 3.1.2 Quantity Sheet
 - 3.1.3 Standard Details
 - 3.1.4 Plan/Profile (assumes 1 sheet at 20 scale)
 - 3.1.5 Pipe Profiles
 - 3.1.6 Curb Ramp Details
 - 3.1.7 Signal Plan View Sheet
 - 3.1.8 Signal Wiring Diagram
 - 3.1.9 Signal Component Schedules
 - 3.1.10 Conduit Plan (assumed alternate bidding)
 - 3.1.11 Signal Pole and Foundation Tables
 - 3.1.12 Erosion and Sediment Control Sheet
 - 3.1.13 Traffic Control Plans. Plans to be developed based on specific strategies determined with City staff. It is assumed that no detour plans will be needed with traffic control limited to lane closures around the intersection.
- 3.2 Compute final quantities, develop bid form and prepare Engineer's Estimate for project. Submit to City in digital format.
- 3.3 Develop any project specific technical specifications to be inserted into the City's Project Manual for bidding. Submit to City in digital format.
- 3.4 Submit the final plans, bid forms and Engineer's Estimates to the City for review.
- 3.5 Conduct 1 final design review meeting with City staff during course of final design.
- 3.6 Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments.
- 3.7 Conduct a final design coordination meeting with utility companies.

TASK 4 - BIDDING AND CONSTRUCTION PHASE SERVICES

- 4.1 Address questions during bidding phase regarding clarity of the plans, intent of the design and available information used in the design of the construction project. Assumes phone calls and e-mail documentation for 2 calls.
- 4.2 Address questions during construction phase regarding clarity of the plans, intent of the design and available information used in the design of the construction project. Assumes phone calls and e-mail documentation for 4 calls.

B. ADDITIONAL SERVICES (NOT INCLUDED)

If authorized by the City, the Consultant will provide services in addition to those previously stated. This work will only proceed upon written authorization from the City and modification of this scope of services. For instance, this may include additional alternatives or project scope to be investigated or individual coordination efforts for utility relocations or funding (CDBG) coordination.

C. CLIENT'S RESPONSIBILITY

1. Make available to the Consultant all records, survey plats, warranty deeds, survey, reports, maps, financial information, and other data pertinent to provisions for the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Consultant and render decisions promptly to prevent delay to the Consultant.
3. Designate one employee as the City's representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the CLIENT's policies and decisions pertinent to Consultant's services.
4. Prepare and obtain all necessary permits, such as Section 106, for the project except for phase 1 environmental site assessment.
5. Prepare project manual with standard specifications and administer project bidding.
6. Perform contract administration and construction observation services during construction.

D. TIME FOR COMPLETION

1. Notice to Proceed: October 21st, 2014 (Anticipated)
2. Base Mapping Complete and Kickoff/Field Design Meeting: December 5th, 2014
3. Preliminary Plans Complete: February 10th, 2015
4. Interested Parties Meeting: March 9th, 2015
5. Legal Descriptions/Tract Maps: April 6th, 2015
6. Final Plans, Engineer's Estimate: August 1st, 2015

E. DELIVERABLES

1. Preliminary Plans and Cost Estimate in PDF form
2. Final Plans and Cost Estimate in PDF form
3. Special Provisions for project's construction documents in Word form
4. Bid form with project quantities for project in Excel form

**PROFESSIONAL SERVICES FEE ESTIMATE
WORLEY STREET AND CLINKSCALES ROAD – INTERSECTION IMPROVEMENTS
BARTLETT & WEST PROJECT NO. 16137.007**

TASK 1: DATA COLLECTION AND MAPPING SERVICES

Labor:	A	Engineer VIII	0 @	\$165.00	\$0.00
	B	PM/Engineer IV	1 @	\$117.00	\$117.00
	C	Engineer I	6 @	\$87.00	\$522.00
	D	Surveyor VI	20 @	\$115.00	\$2,300.00
	E	Administrator II	0 @	\$72.00	\$0.00
	Sub-Total Labor		27	TOTAL Labor TASK 1	\$2,939.00
Expenses:					
	Mileage - Field Visits and Meetings	225 @	\$0.560		\$126.00
	CADD Charges @ \$7.00/hour	4 @	\$7.00		\$28.00
	Survey Equip Charges (1 Man Crew) (\$50/hr)	8 @	\$50.00		\$400.00
	Survey Misc. Supplies	1 @	\$50.00		\$50.00
	Printing and Plotting	1 @	\$20.00		\$20.00
	Postage & Delivery	1 @	\$10.00		\$10.00
	TOTAL Expenses TASK 1				\$634.00
	TOTAL Labor + Expenses TASK 1				\$3,573.00

TASK 2: PRELIMINARY DESIGN SERVICES

Labor:	A	Engineer VIII	7 @	\$165.00	\$1,155.00
	B	PM/Engineer IV	29 @	\$117.00	\$3,393.00
	C	Engineer I	86 @	\$87.00	\$7,482.00
	D	Surveyor VI	2 @	\$115.00	\$230.00
	E	Administrator II	1 @	\$72.00	\$72.00
	Sub-Total Labor		125	TOTAL Labor TASK 2	\$12,332.00
Expenses:					
	Mileage - Field Visits and Meetings	225 @	\$0.560		\$126.00
	CADD Charges @ \$7.00/hour	80 @	\$7.00		\$560.00
	Printing and Plotting	1 @	\$50.00		\$50.00
	Postage & Delivery	1 @	\$10.00		\$10.00
	TOTAL Expenses TASK 2				\$746.00
	TOTAL Labor + Expenses TASK 2				\$13,078.00

TASK 3: FINAL DESIGN SERVICES

Labor:	A	Engineer VIII	4 @	\$165.00	\$660.00
	B	PM/Engineer IV	35 @	\$117.00	\$4,095.00
	C	Engineer I	83 @	\$87.00	\$7,221.00
	D	Surveyor VI	0 @	\$115.00	\$0.00
	E	Administrator II	2 @	\$72.00	\$144.00
	Sub-Total Labor		124	TOTAL Labor TASK 3	\$12,120.00
Expenses:					
	Mileage - Field Visits and Meetings	150 @	\$0.560		\$84.00
	CADD Charges @ \$7.00/hour	36 @	\$7.00		\$252.00
	Printing and Plotting	1 @	\$50.00		\$50.00
	Postage & Delivery	1 @	\$10.00		\$10.00
	TOTAL Expenses TASK 3				\$396.00
	TOTAL Labor + Expenses TASK 3				\$12,516.00

TASK 4: BIDDING AND CONSTRUCTION PHASE SERVICES

Labor:	A	Engineer VIII	0 @	\$165.00	\$0.00
	B	PM/Engineer IV	6 @	\$117.00	\$702.00
	C	Engineer I	3 @	\$87.00	\$261.00
	D	Surveyor VI	0 @	\$115.00	\$0.00
	E	Administrator II	0 @	\$72.00	\$0.00
	Sub-Total Labor		9	TOTAL Labor TASK 4	\$963.00
Expenses:					
	Mileage - Field Visits and Meetings	300 @	\$0.560		\$169.00
	CADD Charges @ \$7.00/hour	0 @	\$7.00		\$0.00
	Printing and Plotting	1 @	\$10.00		\$4.00
	Postage & Delivery	1 @	\$5.00		\$5.00
	TOTAL Expenses TASK 4				\$178.00
	TOTAL Labor + Expenses TASK 4				\$1,141.00

TOTAL COST FOR ALL SERVICES (Labor plus Expenses) \$30,308.00

PROFESSIONAL SERVICES FEE ESTIMATE						
WORLEY STREET AND CLINKSCALES ROAD – INTERSECTION IMPROVEMENTS						
BARTLETT & WEST PROJECT NO. 16137.007						
	Eng. VIII	PM/Eng. IV	Eng. I	Surveyor VI	Adm. II	Total
	A	E	F	G	H	Hours
TASK 1: DATA COLLECTION AND MAPPING SERVICES						
1.1 Collect data and review: prop owner info, and exist plats.		1		1		2
1.2 Perform research of existing deeds and easements. Does not include title company services.				4		4
1.3 Perform horizontal and vertical control setting for the project surveying.				2		2
1.4 Request ONE-CALL utility locates in the project corridor. Does not guarantee utilities accurately locate the utilities or even attempt to do so.				1		1
1.5 Conduct topo survey to include existing infrastructure, private prop improvements in vicinity of project, utilities, and other topo features.				8		8
1.6 Complete boundary survey recovery and perform calculations to set existing property lines (assumes 3 tracts).				4		4
1.7 Develop project base mapping from topographic and boundary survey information. Field check mapping.			6			6
Subtotal Task 1	0	1	6	20	0	27
TASK 2: PRELIMINARY DESIGN SERVICES						
2.1 Attend project kickoff meeting with City staff and perform field design on project base mapping.		4	6			10
2.2 Detail curb ramp geometry and maximum slopes for landings and ramp sections. Conduct drainage study in SE quadrant.	1	4	16			21
2.3 Determine signal push button locations to meet ADA criteria and wire sizes and layout.	1	2	8			11
2.4 Create set of preliminary plans for project, utilizing AUTOCAD/Civil 3D, consisting of the following:						0
2.4.1 Cover Sheet		1	2			3
2.4.2 Standard Details		1	4			5
2.4.3 Plan/Profile (assumes 1 sheet at 20 scale)	1	2	8			11
2.4.4 Curb Ramp Details		1	4			5
2.4.5 Signal Plan View Sheet	1	2	8			11
2.5 Prepare preliminary plans cost estimate.	1	2	8			11
2.6 Conduct 1 preliminary design review meeting with City staff during course of preliminary design.		2	4			6
2.7 Submit the preliminary plans and cost estimates to the City for review.		1	2		1	4
2.8 Conduct an interested parties meeting with interested property owners and stakeholders. Prepare graphical display.	2	4	8			14
2.9 Conduct a preliminary design coordination meeting with utility companies.		2	4			6
2.10 At the conclusion of preliminary design services, develop legal descriptions and tract maps for easements for up to 4 tracts		1	4	2		7
Subtotal Task 2	7	29	86	2	1	125
TASK 3: FINAL DESIGN SERVICES						
3.1 Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:						
3.1.1 Cover Sheet			1			1
3.1.2 Quantity Sheet		4	8			12
3.1.3 Standard Details		1	2			3
3.1.4 Plan/Profile (assumes 1 sheet at 20 scale)		1	2			3
3.1.5 Pipe Profiles		2	8			10
3.1.6 Curb Ramp Details		1	4			5
3.1.7 Signal Plan View Sheet			2			2
3.1.8 Signal Wiring Diagram		2	8			10
3.1.9 Signal Component Schedules		2	8			10
3.1.10 Conduit Plan (assumed alternate bidding)		1	4			5
3.1.11 Signal Pole and Foundation Tables		1	4			5
3.1.12 Erosion and Sediment Control Sheet		1	2			3
3.1.13 Traffic Control Plans. Plans to be developed based on specific strategies determined with City staff.	1	2	8			11
3.2 Compute final quantities, develop bid form and prepare Engineer's Estimate for project. Submit to City in digital format.	1	4	6			11
3.3 Develop any project specific technical specifications to be inserted into the City's Project Manual for bidding.	1	4	2			7
3.4 Submit the final plans, bid forms and Engineer's Estimates to the City for review.		1	2		1	4
3.5 Conduct 1 final design review meeting with City staff during course of final design.		2	4			6
3.6 Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments.	1	4	4		1	10

PROFESSIONAL SERVICES FEE ESTIMATE						
WORLEY STREET AND CLINKSCALES ROAD – INTERSECTION IMPROVEMENTS						
BARTLETT & WEST PROJECT NO. 16137.007						
	Eng. VIII	PM/Eng. IV	Eng. I	Surveyor VI	Adm. II	Total
	A	E	F	G	H	Hours
3.7 Conduct a final design coordination meeting with utility companies.		2	4			6
Subtotal Task 3	4	35	83	0	2	124
TASK 4: BIDDING AND CONSTRUCTION PHASE SERVICES						
4.1 Address questions during bidding phase regarding clarity of the plans. Assumes phone calls and e-mail documentation for 2 calls.		2	1			3
4.2 Address questions during bidding phase regarding clarity of the plans. Assumes phone calls and e-mail documentation for 4 calls.		4	2			6
Subtotal Task 4	0	6	3	0	0	9
TOTAL HOURS FOR TASKS 1 - 4	11	71	178	22	3	285

ATTACHMENT B
BARTLETT & WEST, INC.
2014 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2014

Engineer XI/Landscape Arch XI	\$200.00		
Engineer X/Landscape Arch X	190.00	Right-of-Way Technician V	\$95.00
Engineer IX/Landscape Arch IX	179.00	Right-of-Way Technician IV	86.00
Engineer VIII/Landscape Arch VIII	165.00	Right-of-Way Technician III	78.00
Engineer VII/Landscape Arch VII	152.00	Right-of-Way Technician II	69.00
Engineer VI/Landscape Arch VI	137.00	Right-of-Way Technician I	59.00
Engineer V/Landscape Arch V	127.00		
Engineer IV/ Landscape Arch IV	117.00	GIS Coordinator VIII	\$200.00
Engineer III/Landscape Arch III	107.00	GIS Coordinator VII	190.00
Engineer II/Landscape Arch II	97.00	GIS Coordinator VI	180.00
Engineer I/Landscape Arch I	87.00	GIS Coordinator V	170.00
		GIS Coordinator IV	155.00
		GIS Coordinator III	140.00
		GIS Coordinator II	125.00
		GIS Coordinator I	115.00
Engineering Technician XI	\$160.00		
Engineering Technician X	140.00		
Engineering Technician IX	125.00		
Engineering Technician VIII	108.00		
Engineering Technician VII	97.00	GIS Developer/DBA V	\$150.00
Engineering Technician VI	89.00	GIS Developer/DBA IV	140.00
Engineering Technician V	81.00	GIS Developer/DBA III	130.00
Engineering Technician IV	74.00	GIS Developer/DBA II	120.00
Engineering Technician III	66.00	GIS Developer/DBA I	110.00
Engineering Technician II	60.00		
Engineering Technician I	55.00		
		GIS Analyst V	\$125.00
		GIS Analyst IV	115.00
		GIS Analyst III	105.00
		GIS Analyst II	95.00
		GIS Analyst I	85.00
Surveyor VIII	\$133.00		
Surveyor VII	125.00		
Surveyor VI	115.00		
Surveyor V	103.00		
Surveyor IV	94.00		
Surveyor III	83.00	GIS Technician IV	\$85.00
Surveyor II	73.00	GIS Technician III	75.00
Surveyor I	63.00	GIS Technician II	65.00
		GIS Technician I	55.00
Survey Technician VI	\$81.00	Computer Systems Manager	\$123.00
Survey Technician V	71.00	Systems Analyst	120.00
Survey Technician IV	61.00	Network Administrator	99.00
Survey Technician III	52.00	IS Support Specialist	69.00
Survey Technician II	47.00	Computer Systems Technician III	79.00
Survey Technician I	42.00	Computer Systems Technician II	69.00
		Computer Systems Technician I	55.00
Field Representative X	\$127.00		
Field Representative IX	120.00	Administrator V	\$110.00
Field Representative VIII	108.00	Administrator IV	95.00
Field Representative VII	98.00	Administrator III	80.00
Field Representative VI	88.00	Administrator II	72.00
Field Representative V	80.00	Administrator I	64.00
Field Representative IV	72.00		
Field Representative III	65.00		
Field Representative II	59.00	Administrative Technician V	\$65.00
Field Representative I	53.00	Administrative Technician IV	58.00
		Administrative Technician III	51.00
		Administrative Technician II	46.00
		Administrative Technician I	40.00
Right-of-Way Specialist IV	\$180.00		
Right-of-Way Specialist III	150.00		
Right-of-Way Specialist II	130.00		
Right-of-Way Specialist I	115.00	Client Services Representative	\$75.00



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps

