

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 5-15

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: January 5, 2015

Re: Professional Engineering Services Agreement for the Peachtree Connector and Water Quality Basin Project

Documents Included With This Agenda Item

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

Supporting documentation includes: Diagrams (construction, route, etc.)

Executive Summary

Authorizing the City Manager to execute a Professional Engineering Services agreement with Engineering Surveys and Services relating to the Peachtree Connector and Water Quality Basin project. Phase I tasks include development of conceptual alignments of the proposed roadway and detention basin, and preparation and presentation of a report with recommendations for final design. Phase II tasks include design engineering of street pavement, sidewalks and ramps, traffic control, stormwater management system, and other items necessary to complete the work as outlined in the agreement.

Discussion

The City entered into a development agreement with Jeffrey E. Smith Investment Company in December 2011 involving a development at the southeast corner of Nifong Boulevard and Bethel Street. As part of that agreement, the City is responsible for designing the east-west running street and stormwater detention system. The project goals include improving connectivity and traffic flow through the area as well as managing regional stormwater runoff and improving water quality within the watershed.

The consultant's scope of work includes evaluation of various roadway alignments and basin configurations to achieve the most efficient use of available space and meet the project goals, preparation of a report including recommendations of the final layout, followed by engineering design of the selected improvements. While the majority of the improvements are expected to be located on City property, it will be necessary to acquire some permanent and temporary easements on adjoining properties. An Interested Parties meeting and public hearing will be conducted as part of the City's public involvement process.

The Professional Engineering Services agreement with Engineering Surveys and Services is for a not to exceed amount of \$120,731.00. Construction of the project is expected to be underway in 2016.

City of Columbia

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Fiscal Impact

Short-Term Impact: The cost of the engineering services agreement is \$120,731.00, to be funded by annual streets.

Long-Term Impact: Per the agreement, the City will pay the full cost of construction for the planned stormwater detention system, estimated at \$820,000. The City will not participate in the cost of construction for the roadway, traffic signals, etc. The City will maintain all of the facilities once accepted into the system. Long term costs include maintenance, repairs and snow removal estimated at \$25,000 annually.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development, Economic Development, Environment, Transportation

Strategic Plan Impact: Economic Development, Growth Management, Infrastructure

Comprehensive Plan Impact: Land Use & Growth Management, Environmental Management, Infrastructure, Economic Development

Suggested Council Action

Authorize the City Manager to execute a Professional Engineering Services agreement with Engineering Surveys and Services for the Peachtree Connector and Water Quality Basin Project.

Legislative History

12/05/11 - (Ord 21169) Appropriating funds for stormwater detention-Nifong Blvd & Bethel St dev proj

10/03/11 - (Ord 21098) Rezoning property and authorizing a development agreement.

08/04/11 - Planning and Zoning Commission - rezoning hearing

Department Approved

City Manager Approved

Introduced by _____ Council Bill No. R 5-15

A RESOLUTION

authorizing an agreement for professional engineering services
with Engineering Surveys and Services, LLC for the Peachtree
connector and water quality basin 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 Engineering Surveys and Services, LLC for the
Peachtree connector and water quality basin 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 _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
ENGINEERING SURVEYS AND SERVICES**

THIS AGREEMENT made as of ____ day of _____, 20__, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Engineering Surveys and Services hereinafter called the ENGINEER.

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

Peach Tree Connector and Water Quality Basin

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 December 15, 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>
David A. Bennett, P.E.	Principal
Matthew A. Kriete, P.E.	Project Manager
Anika Careaga, P.E.	Project Engineer (MEC)

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 December 15, 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 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 700 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, 2016, 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 \$120,731.**

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

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

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

7.1.2 **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 No Waiver of Immunities

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

7.16 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. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

553 6683-381 40-23 C47105

Director of Finance

ENGINEER

By: _____
David A. Bennett, Vice President – Engineering

By: _____
Larry L. Hendren, Principal

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

Effective 1/1/2009

County of Boone)
State of Missouri) ss.

My name is Larry L. Hendron I am an authorized agent of Engineering
Survey & Service (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.

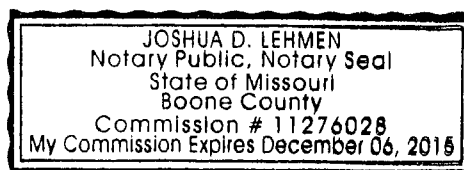
**Documentation of participation in a federal work authorization program is
attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and
shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United
States.

[Signature]
Affiant
Larry L. Hendron
Printed Name

Subscribed and sworn to before me this 12th day of August, 2013.

[Signature]
Notary Public



ATTACHMENT A - SCOPE OF SERVICES

December 15, 2014

Peach Tree Connector and Water Quality Basin
City of Columbia Public Works Department

PROJECT DESCRIPTION:

Peach Tree Connector and Water Quality Basin project includes construction of a new local non-residential road from Peach Tree Drive to the proposed Aurora Drive and the construction of storm water management improvements on a portion of Lots 14, 15, and 16 of the Rockbridge Subdivision Block IX.

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.

1. Subsurface Exploration and Geotechnical Recommendations
2. Concept Plans
3. Preliminary Plans
4. Right of Way Plans, Utility Plans, and Final Plat
5. Final Plans and Technical Specifications
6. Bid Phase Services
7. Construction Phase Services

DETAILED SCOPE OF WORK

1. Subsurface Exploration and Geotechnical Recommendations
 - 1.1. Site reconnaissance
 - 1.2. One Call
 - 1.3. Drill 14 soil borings to a depth of 15 to 20 feet or to rock refusal within the proposed road and basin area. Borings will be advanced using a truck mounted drill rig. Borings will be backfilled upon completion.
 - 1.4. Obtain soil samples and test for standard engineering properties.
 - 1.5. Geotechnical report with design recommendations and construction considerations
2. Concept Plans
 - 2.1. Preliminary Site Visit
 - 2.2. Attend Design Team Kickoff Meeting
 - 2.2.1. Public Works Staff and Columbia Water and Light Staff
 - 2.2.2. Prepare Kickoff Meeting Minutes

- 2.3. Collect and review available data:
 - 2.3.1. City topographic surveys, aerial photo (provided by City)
 - 2.3.2. Property Ownership Information
 - 2.3.3. Available survey data prepared by this firm
 - 2.3.4. Utility maps and general understanding of utilities in the area
- 2.4. Coordinate with Columbia Water and Light substation and transmission line
- 2.5. Corps of Engineers Site Visit
- 2.6. Prepare multiple Concept Plans
 - 2.6.1. Roadway alignment options, reviewing:
 - 2.6.1.1. Roundabout location
 - 2.6.1.2. Through extension of Peach Tree Drive
 - 2.6.1.3. Intersection at Peach Tree Drive
 - 2.6.1.4. Various routes through the property
 - 2.6.2. Storm water management options, reviewing:
 - 2.6.2.1. Stream realignment and reconstruction
 - 2.6.2.2. Extreme flood detention
 - 2.6.2.3. Channel protection detention
 - 2.6.2.4. Water quality improvement
 - 2.6.2.5. Trash removal
- 2.7. Individual Interested Parties Meeting(s) - Attend individual meetings with directly impacted interested parties (Jeffrey E. Smith Investments, Kingsboro LLC, Lewis Family Properties)
- 2.8. Report to summarize options and provide
 - 2.8.1. Opinion of Probable Cost
 - 2.8.2. R/W acquisition requirements
 - 2.8.3. Impact to offsite stream channel
 - 2.8.4. Utility impacts
 - 2.8.5. Project schedule from design through substantial completion of construction
 - 2.8.6. Storm water quality benefits of the basin
 - 2.8.7. Storage capabilities of the basin
 - 2.8.8. Corps of Engineers permitting requirements and mitigation
- 2.9. ES&S Internal Review
- 2.10. Present to Columbia Public Works (CPW) Staff
- 2.11. Address CPW Comments and narrow concept to preferred concepts
 - 2.11.1. Assist the City in conducting and attend an open house type Interested Parties Meeting. Prepare all displays and documents needed for meeting. All options or limited options may be presented
- 2.12. Final Concept Plan with input from Interested Parties Meeting
 - 2.12.1. Prepare Final Concept Plan and Report
 - 2.12.2. Opinion of Probable Cost

- 2.12.3. ES&S Internal Review
- 2.12.4. Submit Draft Report to CPW
- 2.12.5. Address CPW Comments
- 2.13. City Council Public Hearing
- 2.14. Present Final Concept Plan at Public Hearing

3. Preliminary Plans

- 3.1. Boundary and Topographic Survey of the basin and roadway extension area
 - 3.1.1. City vertical datum with a coordinate system to match the Columbia Water and Light Transmission Line survey
 - 3.1.2. Easements, building lines, and other encumbrances as identified by title research from Boone Central Title and record documents
 - 3.1.3. Property Owner identification for impacted and neighboring properties
 - 3.1.4. Visible improvements
 - 3.1.5. Stream cross sections
 - 3.1.6. Utilities as located by the Missouri One Call System
- 3.2. Request Environmental Clearances: SHPO and Endangered Species,
- 3.3. Prepare Preliminary Plans
 - 3.3.1. Title sheet
 - 3.3.2. Design layout of the basin and roadway
 - 3.3.3. Roadway plan and profile
 - 3.3.4. Typical roadway sections
 - 3.3.5. Grading
 - 3.3.6. Storm sewer and box culverts
 - 3.3.7. Utility relocations
 - 3.3.8. Demolition
 - 3.3.9. Stream relocation and basin layout
 - 3.3.10. Right of way needs including permanent acquisition and temporary easements
 - 3.3.11. Offsite impacts and improvements
 - 3.3.12. Roadway cross sections
 - 3.3.13. Project phasing
- 3.4. Utility Coordination Meeting
 - 3.4.1. Contact Utilities to compare maps with topographic survey
 - 3.4.2. Identify utilities that must be “potholed”
 - 3.4.3. Identify relocation requirements and alternatives
 - 3.4.4. Identify future utility corridor needs.
- 3.5. Corps of Engineers Coordination
 - 3.5.1. Present impact and proposed improvements
 - 3.5.2. Proposed mitigation requirements
 - 3.5.3. Submit 404 permit application

- 3.6. Field Review
 - 3.7. Opinion of Probable Cost
 - 3.8. ES&S Internal Review
 - 3.9. Present to CPW Staff
 - 3.10. Address CPW and Utility Coordination meeting comments
 - 3.11. Finalize Preliminary Plans
- 4. Right of Way Plans, Utility Plans, and Final Plat
 - 4.1. Layout of the proposed roadway and basin
 - 4.2. Right of way acquisition areas identified
 - 4.3. Easements needed by utility companies coordinated and identified
 - 4.4. Utility relocations shown, including grading impacts and typical sections
 - 4.5. Tabulation of right of way and easement including owner, parcel number, area of tract, area of acquisition and existing encumbered area, and type of acquisition.
 - 4.6. Provide off site right of way and easement exhibits overlain on aerial photo
 - 4.7. Prepare property descriptions for offsite right of way and easements (document prepared by City staff)
 - 4.8. Prepare Final Plat for a Major Subdivision, including at least the 3 City owned lots and possibly including adjacent lots to the north and east.
 - 4.9. Field locate easements
- 5. Final Plans
 - 5.1. Prepare Final Plans
 - 5.1.1. Title sheet
 - 5.1.2. General notes
 - 5.1.3. Overall plan sheet
 - 5.1.4. Typical cross sections
 - 5.1.5. Roadway plan and profile
 - 5.1.6. Intersection details
 - 5.1.7. Roadway cross section
 - 5.1.8. Basin and/or stream reconstruction plans
 - 5.1.9. Stream profile and cross sections (If needed)
 - 5.1.10. Grading plan
 - 5.1.11. Storm water plan and profile
 - 5.1.12. Utility relocation plan
 - 5.1.13. Construction Phasing Plan
 - 5.1.14. Temporary traffic control per MUTCD
 - 5.1.15. Erosion and sediment control drawings
 - 5.1.16. Details, including City of Columbia standard details
 - 5.1.17. Opinion of Probable Cost

- 5.1.18. Preliminary Project Manual/Specs
- 5.1.19. ES&S internal review
- 5.1.20. Present to CPW Staff
- 5.1.21. Address CPW comments

6. Bid Phase Services

- 6.1. Attend Pre-Bid Conference
- 6.2. Prepare Pre-bid Conference minutes
- 6.3. Respond to questions/prepare addendums
- 6.4. 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.

7. Construction Phase Services

- 7.1. Attend Pre-Construction Meeting
- 7.2. Twelve (12) site visits and construction observation reports
- 7.3. Review Shop drawings
- 7.4. Respond to RFIs

Exclusions:

- 1. Retaining wall structural design excluded. Any walls required will be specified to be design-build.
- 2. Roadway lighting design excluded. CW&L shall provide pole locations.

Engineering Surveys and Services

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

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

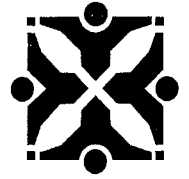
HOURLY FEE SCHEDULE

January 1, 2014

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$120-160 /hour
Registered Professional Engineer	\$ 110-140 /hour
Registered Professional Land Surveyor	\$ 100-130 /hour
Project Surveyor	\$ 70-90 /hour
Engineer In Training	\$ 80-100 /hour
Senior Engineering Technician	\$ 60-70 /hour
Engineering Technician	\$ 50-60 /hour
CAD Operator	\$ 65-90 /hour
Chemist	\$ 70-80 /hour
Administrative Assistant	\$ 50-55 /hour
Computer	\$ 50 /day
EDM Equipment	\$ 100 /day
Global Positioning System Equipment	\$ 200 /day
Drill Rig	\$ 150-\$250 /hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.60/mile

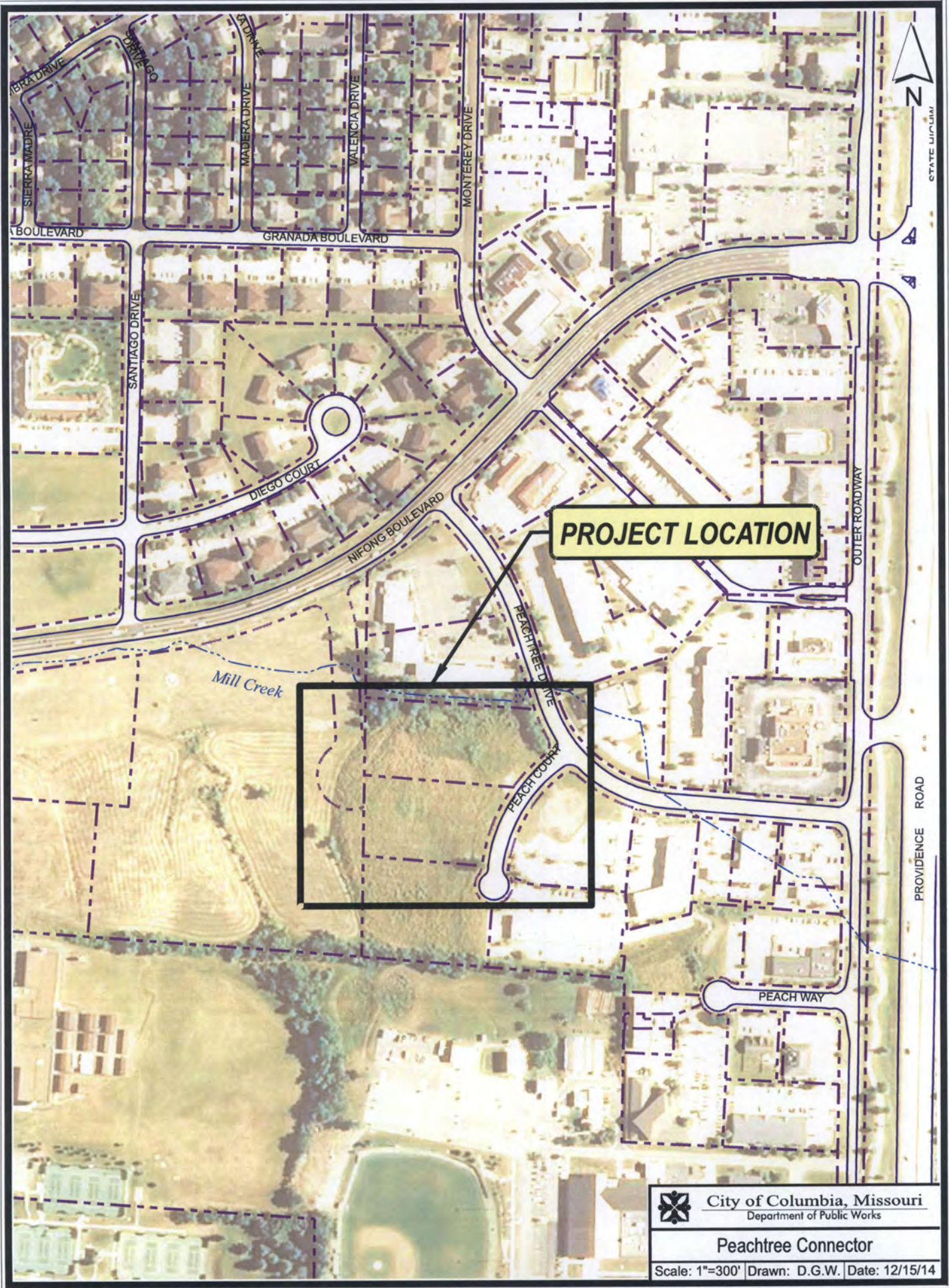
NOTES

1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Diagrams (construction, route, etc.)



City of Columbia, Missouri
Department of Public Works

Peachtree Connector

Scale: 1"=300' Drawn: D.G.W. Date: 12/15/14