

Introduced by \_\_\_\_\_ Council Bill No. R 27-07

**A RESOLUTION**

authorizing an agreement with Allstate Consultants, Inc. for engineering services relating to survey trail alignment and property boundaries for Scott's Branch, County House Branch and Hominy Creek trails.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Allstate Consultants, Inc. for engineering services relating to survey trail alignment and property boundaries for Scott's Branch, County House Branch and Hominy Creek trails. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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**  
**ALLSTATE CONSULTANTS, INC**  
**3312 LEMONE INDUSTRIAL BLVD, COLUMBIA MO 65201**

THIS AGREEMENT made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Columbia, Missouri, hereinafter called the CITY, and ALLSTATE CONSULTANTS, INC of COLUMBIA, hereinafter called the ENGINEER.

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

**SURVEY TRAIL ALIGNMENT AND PROPERTY BOUNDARIES FOR  
SCOTT'S BRANCH, COUNTY HOUSE BRANCH AND HOMINY CREEK**

Now, therefore, in consideration of the mutual covenants set out herein the parties agree as follows:

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

**SECTION 1 - AUTHORIZATION OF SERVICES**

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

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

**SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services", dated January 22, 2007.

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.

Name and Title

Assignment

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 \_\_\_\_\_ .
- 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 January 22, 2007.
- 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 Mike Griggs, Park Services Manager, 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 14 calendar days of Notice to Proceed and completed within 60 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.

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

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

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

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

6.1.2 Total payment for the Scope of Services described herein **shall not exceed \$40,000**. Base scope of services is \$35,000 and \$5,000 is reserved for additional work or re-survey as needed.

6.2 Statements: See Notes on the attached "Schedule of Hourly Labor Billing Rates," Form No. \_\_\_\_\_ (attached).

### 6.3 Payments

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

**Business Automobile Liability** ENGINEER agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation Insurance & Employers' Liability** ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the ENGINEER shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

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

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

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

7.1.2           **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, ENGINEER shall indemnify and hold harmless the City of Columbia, its directors,



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

#### **7.1.3 Professional Oversight Indemnification**

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

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

#### **7.2 Professional Responsibility**

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

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

#### **7.3 Estimates and Projections**

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER

has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

#### 7.4 On-Site Services

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

#### 7.5 Changes

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

#### 7.6 Suspension of Services

Should CITY fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in his services or if CITY fails to make any payment to ENGINEER on account of its services and expenses within ninety (90) days after receipt of ENGINEER's bill 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 the ENGINEER.

7.9 Nondiscrimination

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

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

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

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

7.10 Successor and Assigns

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

**7.11 Rights and Benefits**

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

**7.12 Compliance with Local Laws**

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

**7.13 Entire Agreement**

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

**CITY OF COLUMBIA, MISSOURI**

BY: \_\_\_\_\_  
H. William Watkins, City Manager

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

**CERTIFICATION:** I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-548 C00282 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
Lori B. Fleming, Director of Finance

ENGINEER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**Attachment A**  
**SCOPE OF SERVICES**  
**January 22, 2007**  
**Professional Surveying Services for Trail Easement Documents**

The Columbia Parks and Recreation Department has developed the herein scope of services to survey, map, and write property descriptions for trail easements for future pedestrian and bicycle trails.

Land owned by the City of Columbia is not included in this scope of work.

City Staff will provide the following information:

- a. Contact property owners prior to field staking
- b. Establish proposed trail routes, stake alignment, and establish coordinates of various points along the alignment with GPS equipment.
- c. Provide trail route maps

The final goal of this project is to create trail easement location diagrams, and property descriptions of future trail routes. The diagrams will then be utilized to acquire trail easements and/or rights-of-way from property owners.

**Base Scope of Work:**

- a. Hominy Creek Trail: Stephens Lake Park to Woodridge Park
- b. Scott's Branch Trail, Phase 1: Russell Park to Gillespie Bridge Road
- c. County House Branch, Phase 1: Twin Lakes to Stadium Boulevard

The Surveyor shall perform the following tasks:

**Task # 1**

- a. Field locate trail centerline with City Staff.

**Task # 2**

- a. Survey the trail centerline and locate property boundaries sufficient to write trail easement property descriptions and calculate the area of land encompassed by the easement. The surveys will be performed in accordance with the Missouri Minimum Standards for Property Boundary surveys and will be based on the Missouri State Plane Coordinate System, Central Zone.
- b. Show recorded easements within the area of the proposed trail easement and calculate the area of new and existing easements.
- c. Set semi-permanent monuments along the trail centerline at points-of-intersection or approximately every 500 feet.
- d. Set semi-permanent monuments at the intersection of the trail centerline and each property line.

**Deliverables**

The contractor will provide the following:

1. Trail easement plats of each parcel for purposes of negotiating with property owner, showing the location of easement on the property and the area of the easement.
2. Signed and sealed property descriptions
3. Composite plat of the survey, suitable to record with the Boone County Recorder of Deeds
4. Digital file of trail easement plats, composite plat and property descriptions in Autocad and Word format.

**Minimum Requirements:**

In order for their proposals to be considered, qualified firms must meet these minimum requirements:

1. Firm must be licensed by the State of Missouri to provide professional surveying services, and all work must be performed and / or supervised by a licensed Missouri Professional Land Surveyor.
2. Firm must have the expertise, experience, staff, equipment and facilities necessary to complete the project in accordance with the terms of the contract.

**Work Schedule**

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the contract date, is delayed, the rest of the schedule may be shifted by the same number of days. The length of the contract shall be from the date of award, approximately **February 2007**, for approximately 365 calendar days, or until completion, extending no later than **February 2008**.

The approximate contract schedule is as follows:

- a) Priority of projects is as follows:
  1. Hominy Creek Trail: Stephens Lake Park to Woodridge Park
  2. Scott's Branch Trail, Phase 1: Russell to Gillespie Bridge Road
  3. County House Branch, Phase 1: Twin Lakes to Stadium Boulevard
- b) These three projects must be completed within 60 days of the signed contract.

# RATE SCHEDULE

REVISED: January 1, 2007

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL .....	\$111.00
ENGINEER III .....	\$104.00
ENGINEER II .....	\$94.00
ENGINEER I .....	\$83.00
TECHNICIAN VI/SURVEYOR III .....	\$94.00
TECHNICIAN V/SURVEYOR II .....	\$83.00
TECHNICIAN IV/SURVEYOR I .....	\$69.00
TECHNICIAN III .....	\$59.00
TECHNICIAN II .....	\$43.00
TECHNICIAN I .....	\$30.00
CREW (2 MEN) .....	\$111.00
CREW (3 MEN) .....	\$121.00
INVESTIGATOR II .....	\$94.00
SENIOR INVESTIGATOR .....	\$65.00
INVESTIGATOR I .....	\$51.00
EXPERT TESTIMONY II .....	\$250.00
EXPERT TESTIMONY I .....	\$175.00
GPS RECEIVERS (PER UNIT) .....	\$106.00/day
TRAFFIC COUNTERS (PER UNIT) .....	\$30.00/day
MILEAGE .....	IRS Rate
ATV (PER UNIT) .....	\$106.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.) .....	Actual Cost

## ALL STATE CONSULTANTS LLC

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850  
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492



## **GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

### **SUBSURFACE EXPLORATION**

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$ 2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	0.60/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	150.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	185.00/hour
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

### **LABORATORY TESTING SERVICES**

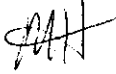
Moisture Content.....	6.00/test
Dry Unit Weight.....	10.00/test
Unconfined Compressive Strength.....	26.00/test
With Stress vs. Strain Curve.....	55.00/test
Calibrated Penetrometer Test.....	4.00/test
Visual Soil Classification.....	5.00/test
Atterberg Limits.....	60.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	60.00/test
Hydrometer Analysis.....	60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	95.00/test
Specific Gravity Determination.....	60.00/test
Swell Potential (1 Surcharge Pressure).....	100.00/test
Swell Potential and Swell Pressure.....	200.00/test
Consolidation Test with e log p Curve.....	400.00/test
With Time vs. Deformation Plots.....	50.00/plot
Standard Proctor Test.....	145.00/test
Modified Proctor Test.....	195.00/test
Laboratory CBR Test (Per Specimen).....	180.00/test
Concrete Compressive Strength Tests.....	15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	10.00/each
Concrete Flexural Strength Tests.....	50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

## **ALL STATE CONSULTANTS LLC**

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850  
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

Source

Mike Hood



Agenda item No. \_\_\_\_\_

**TO:** City Council

**FROM:** City Manager and Staff



**DATE:** January 11, 2007

**RE:** Contract with Allstate Consultants for Trail Easements

Fiscal Impact

YES x

NO

Other Info.  
Project C00282

Summary: The Department of Parks and Recreation is requesting authorization to contract with Allstate Consultants to survey trail alignment and property boundaries for the Scott's Branch, Hominy Creek and County House Branch, Phase I trail projects. The contract will include a not to exceed amount of \$40,000 including \$35,000 for the basic scope of services and \$5,000 in contingency for any re-surveying work as it relates to a change in trail routes or easement widths. The work will begin immediately upon Council approval and will take approximately 60 days to be completed.

Discussion: At the January 2, 2007 Council meeting, the Council authorized the department to begin trail right-of-way work. The best time to do the survey work is in the late winter or very early spring prior to the growth of leaves and ground vegetation that impede views and access. City surveying crews are already assisting the P&R Department on the Hinkson Creek Trail: Grindstone to Stephens projects and already have an extensive workload. Therefore, the department is seeking contract assistance in order to expedite two trail ballot issue projects and the recently approved County House Branch, Phase I.

The initial projects include the following trails:

- a. Hominy Creek Trail: Stephens Lake Park to Woodridge Park
- b. Scott's Branch Trail, Phase 1: Russell Park to Gillespie Bridge Road
- c. County House Branch, Phase 1: Twin Lakes to Stadium Boulevard

In FY-07, the Department has \$75,000 for trail planning work with funding from the Park Sales Tax. It is anticipated that once the three trail projects are completed and if remaining funds are available, the department will negotiate for additional survey work on trail projects where acquisition is desired due to development.

Suggested Council Action: Approve the resolution authorizing the contract with Allstate Consultants.