

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 349-07

AN ORDINANCE

authorizing the City Manager to execute Supplemental Agreement No. 1 with HNTB Corporation for engineering services for the design of the Hinkson Creek Trail between the Grindstone Nature Area and Stephens Lake Park; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute Supplemental Agreement No. 1 with HNTB Corporation for engineering services for the design of the Hinkson Creek Trail between the Grindstone Nature Area and Stephens Lake Park. 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.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2007.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated September 8, 2006 between the City of Columbia, Missouri, hereinafter referred to as the "Local Agency", and HNTB Corporation, hereinafter referred to as the "Engineer", for the design and construction administration of the Hinkson Creek Trail – Grindstone Park to Stephens Lake project STP-2100 (518), hereinafter referred to as "Project".

ARTICLE I – SCOPE OF SERVICES

The purpose of this Supplemental Agreement is for additional services to combine the scope and fee for STP-2100 (519) with the prime agreement scope for STP-2100 (518) as requested by the MoDOT District 5 Project Design Liaison. MoDOT will complete requirements to merge the two STP projects. The scope of work for the Supplemental Agreement is detailed below:

Objective:

The objective of the professional services to be provided by Engineer will be the development of the on-grade bicycle/pedestrian trail connection between the Phase 1 trail north section and south section improvements connecting Grindstone Creek Park on the south and Stephens Lake Park on the north in Columbia, Missouri.

Project Location:

The project limits covered by this Supplemental Agreement No. 1 include the areas between the northern portion of the Phase 1 Project where it connects to the west side of the existing Old 63 Bridge over Hinkson Creek and the southern portion of the Phase 1 Project along the west side of Old 63 approximately 1800 feet north of the intersection with Stadium Boulevard. The project includes new 8' wide, on-grade concrete trail paving adjacent to the existing west curb line of Old Highway 63 (see attached Project Location Map at the end of this document).

Supplemental Agreement No. 1 also shortens the original Phase 1 project that will now terminate at the first commercial entrance drive approximately 600 feet south of Stadium Boulevard.

Basic Services

The following scope of work is based on the preliminary alignment developed by the Owner as part of the grant application and award effort.

Task 1 – Pre-design Activities

- 1.1 Base Sheet Preparation: HNTB will utilize the owner provided existing aerial photography and planimetric/topographic mapping information to prepare base sheets for preliminary/final design drawings and general agency coordination and project approvals. HNTB will coordinate with the Owner to determine survey ground control points utilized in developing the aerial mapping to include in the base drawings.
- 1.2 HNTB will use base sheets from Task 1.1, showing Owner developed conceptual trail alignment, for initiating coordination with required agencies and utility providers and to include review notations of the conceptual alignment design impacts for review by the Owner as follows:
 - MoDOT District 5 (preliminary and final design approvals).

- Missouri Department of Natural Resources - MODNR (Land Disturbance Permitting). *Note: A Section 106 clearance submittal (other than initial coordination letter) is not anticipated since the trail construction is along the existing west curb line of Old Highway 63.*
- Missouri Department of Conservation (Threatened & Endangered Species Clearance).
- US Fish and Wildlife (Threatened & Endangered Species Clearance).
- City of Columbia, MO & Missouri One Call (Utility coordination)

1.3 HNTB will coordinate with Owner regarding scope of survey work for areas requiring field surveying to supplement the existing aerial photography and topographic survey. Owner will use city survey crews or contract for field surveying services with others and provide HNTB with additional survey data in AutoCAD format. Field surveying will be tied into the ground control utilized for the aerial surveying. Key information required in the field survey work includes but is not limited to the following:

- Right-of-way limits or property lines and easements along the west curb line of Old Highway 63 a city-owned street (see project location map)
- Topographic surveying limits to extend from west curb line to 10' beyond west road right-of-way limit. Surveying should include one foot contours, locations and spot elevations for all surface features including trees, utility structures, side streets, private drive aprons, and other physical features within the proposed trail construction zone.
- Verification of locations from known records for all above and underground utilities within area impacted by trail construction.

Note: Soil borings and property acquisitions are not anticipated and are excluded from the scope of HNTB services.

1.4 Prepare Pre-design Summary Document and submit to Owner for review and comment regarding completed task 1.1 to 1.3. Confirm design decisions and incorporate required review comments as directed by Owner for preparing preliminary design drawings.

Deliverables – Task 1.1 to 1.4

- One (1) copy of base sheets (11" x 17" half-size) to agencies identified in Task 1.2 for initiation of review/approval process.
- Two (2) copies of Pre-design Summary Document (includes half-size drawings) to Owner for review and comment.
- One (1) electronic or hard copy of correspondence and project related information/files to Owner.

Task 2 – Preliminary Trail Design

2.1 HNTB will refine Owner provided trail alignment concept based on aerial and supplemental surveying information. The preliminary design phase will include the following:

- Preliminary Plan Sheets - Layout plans, typical details, sign details, erosion control details and landscape plan and details. Due to the developed character of the road

right-of-way area landscaping will primarily be limited to re-establishing turf grasses within disturbed areas resulting from the trail construction.

- Preliminary enlargement plans (9 areas assumed) will be developed at locations where the trail crosses side streets and drive aprons.
- Required utility and agency coordination and approvals based on preliminary design trail alignment. Refer to Task 1.2 for agencies and type of coordination/approvals.

2.2 Land Disturbance Permit Application Submittals (preliminary & final design activities).

- Vicinity Map: Prepare a vicinity map on USGS base (8.5" x 11").
- Permit Application Form Preparation: Fill out permit application form including text for description of project, purpose and scope of construction activities and erosion control protection measures.
- Drawing Plan Sheet Exhibits: Prepare plan sheets exhibit (8.5" x 11") format for the project construction scope.

2.3 Preliminary Specifications: Develop preliminary project specifications editing/utilizing MoDOT Standard Specifications supplements with Special Provisions as needed based on the scope of design (i.e. signage, etc.).

2.4 Preliminary Cost Estimate: Prepare quantity take-offs and develop estimate of probable construction cost based on the preliminary design plans...

2.5 Quality Control / Quality Assurance: Perform quality control and review of plans, specifications and cost estimate documents.

2.6 Preliminary Design Summary Document: Prepare preliminary design summary with design parameters and assumptions for review and approval by Owner. Design summary will include utility and agency coordination updates/status and any outstanding issue requiring action by Owner.

2.7 Agency Permitting/Review: Activities shall include the following:

- Agency Coordination: Conduct phone conversations, prepare emails, and prepare application submittal cover letter and response letters in conjunction with the permit process.

Note: Environmental documentation and mitigation of pollutants or other contaminants is not included. Discovery of pollutants or other contaminants in proposed trail locations would require realignment of trail and/or scoping of additional services.

- City/State/Federal Submittal Review: Submit plans for review to appropriate local, State and Federal agencies. Refer to Tasks 1.2 for listing of agencies. Meetings with reviewing agencies, other than Owner, are not included in the scope of services.

2.8 Preliminary Design Review Meeting: Prepare and distribute preliminary design submittal information to Owner and meet with the Owner to present the preliminary design plans, specifications and cost estimate documents. HNTB will document meeting and distribute meeting minutes to attendees and Owner. Any review comments will be verified with Owner and incorporated into the final design documents as directed.

Deliverables – Task 2

- One (1) copy of preliminary agency coordination/permitting documents to Owner and one (1) copy to each agency listed in Task 1.2.

- One (1) copy of preliminary Land Disturbance Permit application to Owner and one (1) copy to the MODNR for comments.
- Two (2) copies of preliminary design submittal (design summary, drawings, specifications, cost estimates, etc.) to Owner for review meeting.
- One (1) electronic or hard copy of project related information/files to Owner and required recipients/attendees.

Task 3 – Final Trail Design

- 3.1 Based on Owner's approval of preliminary design, HNTB will finalize the trail alignment and design including incorporation of required review comments as directed by Owner. Final trail design will include the following:
 - Final Plan Sheets - Layout plans, typical details, sign details, erosion control details and landscape plan and details. Due to the developed character of the road right-of-way area landscaping will primarily be limited to re-establishing turf grasses within disturbed areas resulting from the trail construction
 - Final enlargement plans: (9 areas assumed) at locations where the trail crosses side streets and drive aprons.
 - Final utility and agency coordination based on final design trail alignment. Refer to Task 1.2 for agencies and type of coordination/approvals. HNTB scope includes providing the required documents for the required final review and approvals.
- 3.2 Final Specifications: Develop final project specifications editing/utilizing MoDOT Standard Specifications supplements with Special Provisions as needed based on the scope of design (i.e. pedestrian bridge, signage, etc.).
- 3.3 Final Cost Estimate: Prepare quantity take-offs and finalize estimate of probable construction cost estimates based on the final design plans.
- 3.4 Quality Control / Quality Assurance: Perform quality control and review of plans, details, and hydrology and cost estimate documents.
- 3.5 Final Design Review Meeting: Prepare and distribute final design submittal information to Owner and meet with the Owner to present the final design summary, plans specifications and cost estimate documents. HNTB will document meeting and distribute meeting minutes to attendees and Owner.

Deliverables – Task 3

- One (1) copy of final agency coordination/permitting documents to Owner and one (1) copy to each agency listed in Task 1.2.
- One (1) copy of Final Land Disturbance Permit to Owner and one (1) copy to MODNR.
- Two (2) copies of Final design submittal (design summary, drawings, specifications and cost estimates, etc.) to Owner for review meeting.
- One (1) electronic or hard copy of project related information/files to Owner and required recipients/attendees.

Task 4 – Limited Bidding Period Services

- 4.1 Based on Owner's approval of final design, HNTB will incorporate any review comments as directed and prepare one set of originals for printing the bidding documents (plans and specifications). HNTB will provide one set of original plans

and specification originals to the Owner for printing bid sets as well as a digital copy of specification and drawing files in the format required by Owner.

- 4.2 HNTB shall assist the Owner during the bidding period by attending an Owner-conducted Prebid meeting and responding to questions/clarifications raised by prospective bidders. HNTB will prepare written addenda as needed to address questions/clarifications as directed by Owner.
- 4.3 HNTB shall assist Owner in review of the bids and determination of the apparent/responsive low bidder by discussing comparisons and completeness of bids received. HNTB will not attend the bid opening.

Deliverables – Task 4

- One copy of bid documents to Owner for printing of bid sets.
- One copy of required addenda to Owner for Owner's distribution to plan holders of record.
- One (1) electronic or hard copy of project related information/files to Owner and required recipients/attendees.

Task 5 – Limited Construction Phase Services

- 5.1 HNTB will attend Owner-conducted preconstruction meeting and assist Owner with any questions/clarifications raised by Contractor.
- 5.2 HNTB will review and advise Owner on required action for Contractor submittals (product date, shop drawings, samples, etc.).
- 5.3 Punch List Visit: HNTB will assist Owner in conducting a project walk through to develop a final punch list for the project at substantial completion. Owner shall conduct the follow-up punch list visit to verify punch list items have been completed satisfactorily. HNTB will not be required to participate in the follow-up punch list visit unless requested by Owner. If requested by Owner, HNTB shall be reimbursed based on the cost as noted per additional site visits included in Attachment A Estimate of Cost.

Owner - As Requested Services (Requires contract supplement – Additional Services)

- 5.4 Construction Observation Visits: HNTB will only provide periodic construction observation visits on an as requested - cost per visit basis. The cost per visit shall be paid as a reimbursable expense based actual cost of hourly rates of personnel conducting observation visits as well as mileage at 48.5 cents per mile and other allowable direct expenses, overhead and fixed fee amounts. Estimate number of observations visits will be mutually acceptable to HNTB and Owner and negotiated as part of the contract supplement negotiations.

Deliverables – Task 5

- One (1) electronic or hard copy of all correspondence and punch list to required recipients/attendees.
- One (1) electronic or hard copy of site visit reports (if site visits requested by Owner) to Owner and required recipients.

ARTICLE II-ADDITIONAL SERVICES

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

Additional services would include, but are not limited to:

- Refer to Task 5.4 above.
- Land surveying and Geotechnical Engineering (subsurface/soils investigation) Services.
- Property Acquisition Services or right-of-way plans.
- Coordination or additional design services related to incorporation of public art into the project.
- As-built or record drawings of constructed trail improvements.
- Labor wage interviews during construction.
- Review of material testing during construction.
- Any services not specifically described and/or mentioned in the previous task descriptions whether unforeseen, requested or required at a later date by the Owner or other approval agencies.

ARTICLE III - PERIOD OF SERVICE

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

- A. Tasks 1. 1 to 1.4 shall be completed within 20 working days excluding holidays following Owner's written notice to proceed from the Owner. .
- B. Tasks 2.1 to 2.8 shall be completed within 30 working days excluding holidays following approval of Owner of Pre-design Summary Document (Refer to Task 1.4) and receipt of Owner provided field survey information (Refer to Tasks 1.1) and Owner's written authorization to proceed with preliminary design tasks.
- C. Tasks 3. 1 to 3.5 shall be completed within 40 working days excluding holidays following review and approval of preliminary design submittal and Owner's written authorization to proceed with final design tasks.
- D. Tasks 4.1 to 4.3 shall be completed as requested by Owner based on Owner's actual bidding schedule.
- E. Tasks 5.1 to 5.3 shall be completed as requested by Owner based on construction actual progress.

The above times are exclusive of review time by other agencies and other issues beyond Engineer's control. The Local Agency will grant time extensions for unavoidable delays beyond the control of the Engineer. Requests for extensions of time should be requested in writing by the Engineer, stating fully the reasons for the request.


ARTICLE IV - COMPENSATION

These additional services shall be in an amount not to exceed Twenty-Two Thousand Three Hundred Thirty-Nine Dollars and Seventy-Two Cents (\$22,339.72) without further authorization, including a fixed fee of Two Thousand Seven Hundred Dollars and Twelve Cents (\$2,700.12). This addition shall increase the fee for the total services to an amount not to exceed Sixty-Two Thousand Three Hundred Nineteen Dollars and Fifty-Nine Cents (\$62,319.59), including a fixed fee of Seven Thousand Four Hundred Ninety-Two Dollars and Sixty-Seven Cents (\$7,492.67). Attachment A outlines the cost breakdown for this Supplemental Agreement.


All other provisions of the prime agreement dated September 8, 2007 not addressed herein remain unchanged.

Supplement Agreement No. 1 is accepted as defined herein:

LOCAL

AGENCY:	<u>City of Columbia, Missouri</u>	ENGINEER:	<u>HNTB Corporation</u>
BY:	_____	BY:	
NAME:	_____	NAME:	<u>Brian Carlson</u>
TITLE:	_____	TITLE:	<u>Associate Vice President</u>
DATE:	_____	DATE:	<u>7/10/07</u>

ATTEST

BY:	_____	BY:	
NAME:	_____	NAME:	<u>Lynn Mohr</u>
TITLE:	_____	TITLE:	<u>Project Administrator</u>
DATE:	_____	DATE:	<u>7/10/07</u>

Executed by the City of Columbia, Missouri on the day _____ of _____, 2007.

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

ATTACHMENT A ESTIMATE OF COST

DESIGN PHASE

	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
<i>Pre-Design/Preliminary Design (Tasks 1-2)</i>			
Senior Professional (LA)	14	\$44	\$616.00
Senior Professional (Civil)	0	\$52	\$0.00
Professional (Civil)	10	\$32	\$320.00
Professional (LA)	32	\$25	\$800.00
Technician	60	\$20	\$1200.00
Project Administrator	2	\$26	\$52.00
<i>Final Design (Task 3)</i>			
Senior Professional (LA)	5	\$44	\$220.00
Senior Professional (Civil)	0	\$52	\$0.00
Professional (Civil)	9	\$32	\$288.00
Professional (LA)	20	\$25	\$500.00
Technician	37	\$20	\$740.00
Project Administrator	2	\$26	\$52.00
<i>Bidding Phase (Task 4)</i>			
Senior Professional (LA)	3	\$44	\$132.00
Senior Professional (Civil)	0	\$52	\$0.00
Professional (Civil)	1	\$32	\$32.00
Professional (LA)	20	\$25	\$500.00
Technician	7	\$20	\$140.00
Project Administrator	2	\$26	\$52.00
<i>Project Management & QA/QC Above Phases</i>			
Senior Professional (LA)	12	\$44	\$528.00
Senior Professional (Civil)	7	\$52	<u>\$364.00</u>
SUBTOTAL			\$6,536.00

Payroll Overhead (Est. at 50.54% X SUBTOTAL))

\$3,303.29

General and Admin. Overhead (Est. at 104.41% X SUBTOTAL))

\$6,824.24

TOTAL LABOR & OVERHEAD

\$16,663.53

Fixed Fee (14.5%X TOTAL LABOR & OVERHEAD)

\$2,416.21

TOTAL LABOR, OVERHEAD & FIXED FEE

\$19,079.74

Other Direct Costs

Travel, 3 trips @ 270 miles X \$0.485

\$392.85

Photo Copies

\$130.80

CAD Plots

\$117.50

Mail/UPS

\$85.00

SUBTOTAL DIRECT COSTS

\$726.15

TOTAL FOR DESIGN PHASE

\$19,805.89

CONSTRUCTION PHASE

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
Senior Professional (LA)	2	\$44	\$88.00
Senior Professional (Civil)	0	\$52	\$0.00
Professional (Civil)	4	\$32	\$128.00
Professional (LA)	20	\$25	\$500.00
Project Administrator	2	\$26	\$52.00

SUBTOTAL **\$768.00**

Payroll Overhead (Est. at 50.54% X SUBTOTAL)) **\$388.15**

General and Admin. Overhead (Est. at 104.41% X SUBTOTAL)) **\$801.87**

TOTAL LABOR & OVERHEAD **\$1,958.02**

Fixed Fee (14.5% X TOTAL LABOR & OVERHEAD) **\$283.91**

TOTAL LABOR, OVERHEAD AND FIXED FEE **\$2,241.93**

Other Direct Costs

Travel, 2 trips @ 270 miles X \$0.485 **\$261.90**

Photo Copies **\$15.00**

CAD Plots **\$0**

Misc. **\$15**

SUBTOTAL DIRECT COSTS **\$291.90**

TOTAL FOR CONSTRUCTION PHASE **\$2,533.83**

Note: Costs for Owner requested construction observation visits are excluded from above construction phase costs. These visits, if requested, are additional services and will require a contract supplement. The cost per visit will be determined as part of the contract supplement negotiations.

SUPPLEMENT TOTAL

TOTAL LABOR & OVERHEAD **\$18,621.55**

TOTAL FIXED FEE (14.5% TOTAL LABOR & OVERHEAD) **\$2,700.12**

TOTAL LABOR, OVERHEAD & FIXED FEE **\$21,321.67**

TOTAL DIRECT COSTS **\$1,018.05**

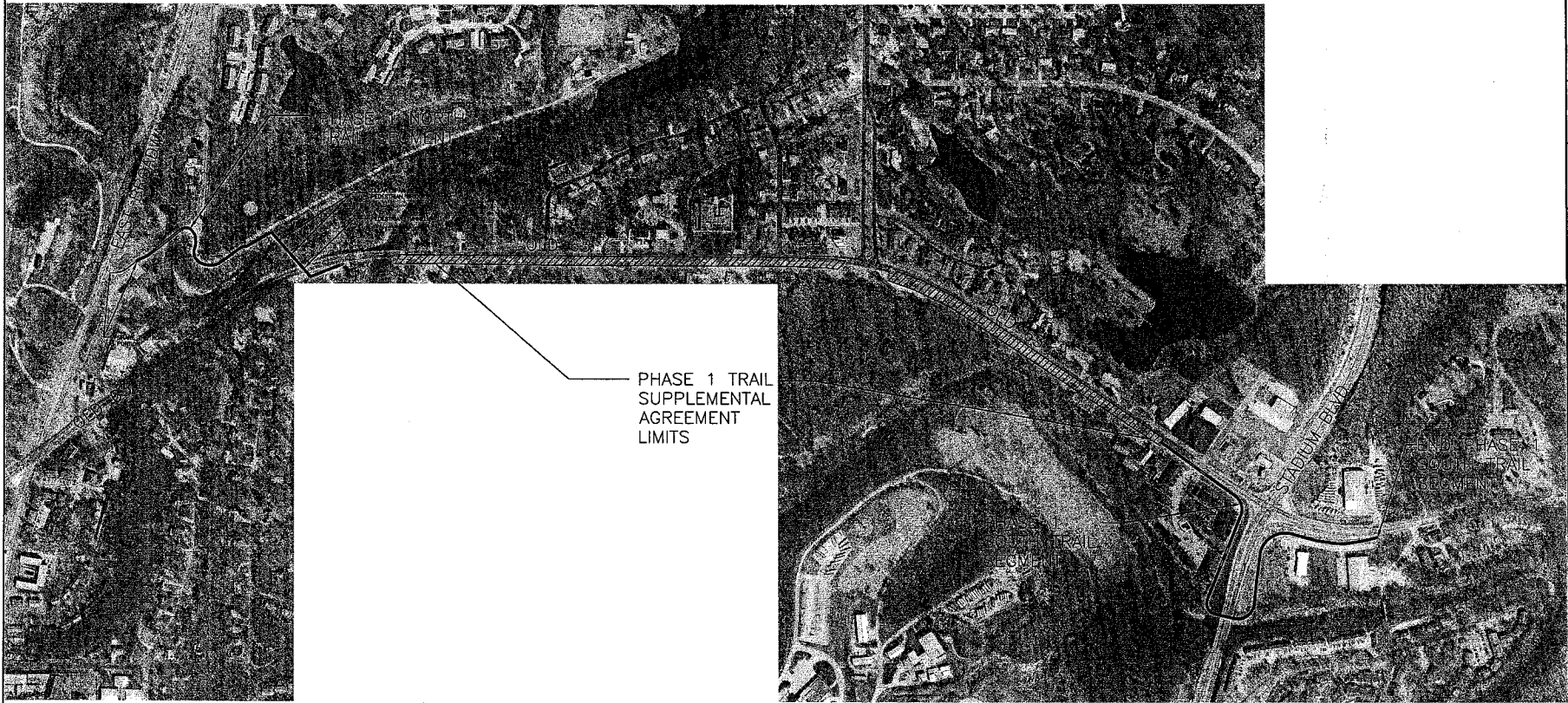
GRAND TOTAL FOR SUPPLEMENT **\$22,339.72**

GRAND TOTAL FOR PROJECT

TOTAL CONTRACT MAXIMUM **\$62,319.59**

TOTAL FIXED FEE **\$7,492.67**

HNTB may alter the compensation distribution between individual phases to be consistent with the Services actually rendered, within the total contract ceiling.



PHASE 1 TRAIL
SUPPLEMENTAL
AGREEMENT
LIMITS

NOT TO SCALE



HNTB

HNTB Corporation
The HNTB Companies
Architects Engineers Planners
19 South Broadway, Suite 400
St. Louis, Missouri 63102
PH (314) 241-2808 FAX (314) 241-1914

CONSULTANTS:

OWNER/DEVELOPER:

City of Columbia
Columbia Parks
&
Recreation Department
Columbia, MO 65202 - 7202
573-874-7203 Ph
573-875-3159 Fx

**HINKSON CREEK TRAIL
EXPANDED PHASE 1**
STP -2100 (518)
Columbia, Missouri

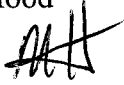
DATE	July 6, 2007	
ISSUED FOR:	Supplemental Agreement	
	NO. 1 Contract Attachment	
PROJECT NO.	43854-DS-001	
DRAWN BY	GGP	
CHECKED BY		
APPROVED BY		
REVISION	DATE	DESCRIPTION
▲		
▲		
▲		
▲		


PROJECT LOCATION MAP

1.0

Source

Mike Hood



TO: City Council
FROM: City Manager and Staff 
DATE: Sept 25, 2007
RE: Supplemental Agreement No. 1 to Engineering Services Contract for the Grindstone Nature Area to Stephens Lake Park trail project.

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute a Supplemental Agreement No. 1 with the HNTB Corporation of St. Louis, Missouri in the amount of \$22,339.72 to provide engineering services to complete construction drawings for the Grindstone Nature Area to Stephens Lake Park trail project. The HNTB Corporation has been selected for this project in accordance with the City's Pre-Qualified Professional Consultant procurement guidelines, but City ordinances require this agreement to be approved by Council since the fee is in excess of \$20,000.00.

DISCUSSION:

The scope of this agreement is to provide construction drawings for the expanded Phase I of the proposed recreation trail connecting Grindstone Nature Area and Stephens Lake Park as outlined in Supplemental Agreement No. 1. The proposed trail project is shown on the attached plan. This project will be funded by a Federal Highway Administration Surface Transportation Enhancement Grant and a Prior Year Appropriation from the ¼ 1999 Sales Tax.

The request for approval of the Supplemental Agreement is the result of MoDot's approval to combine Project No. STP-2100 (518) and Project No. STP-2100 (519) into one project. The new Project No. STP-2100 (518) will include design and construction of both projects as indicated in the attached plan for the "Hinkson Creek Trail Expanded Phase I"

Suggested Council Action:

Approval of the ordinance.

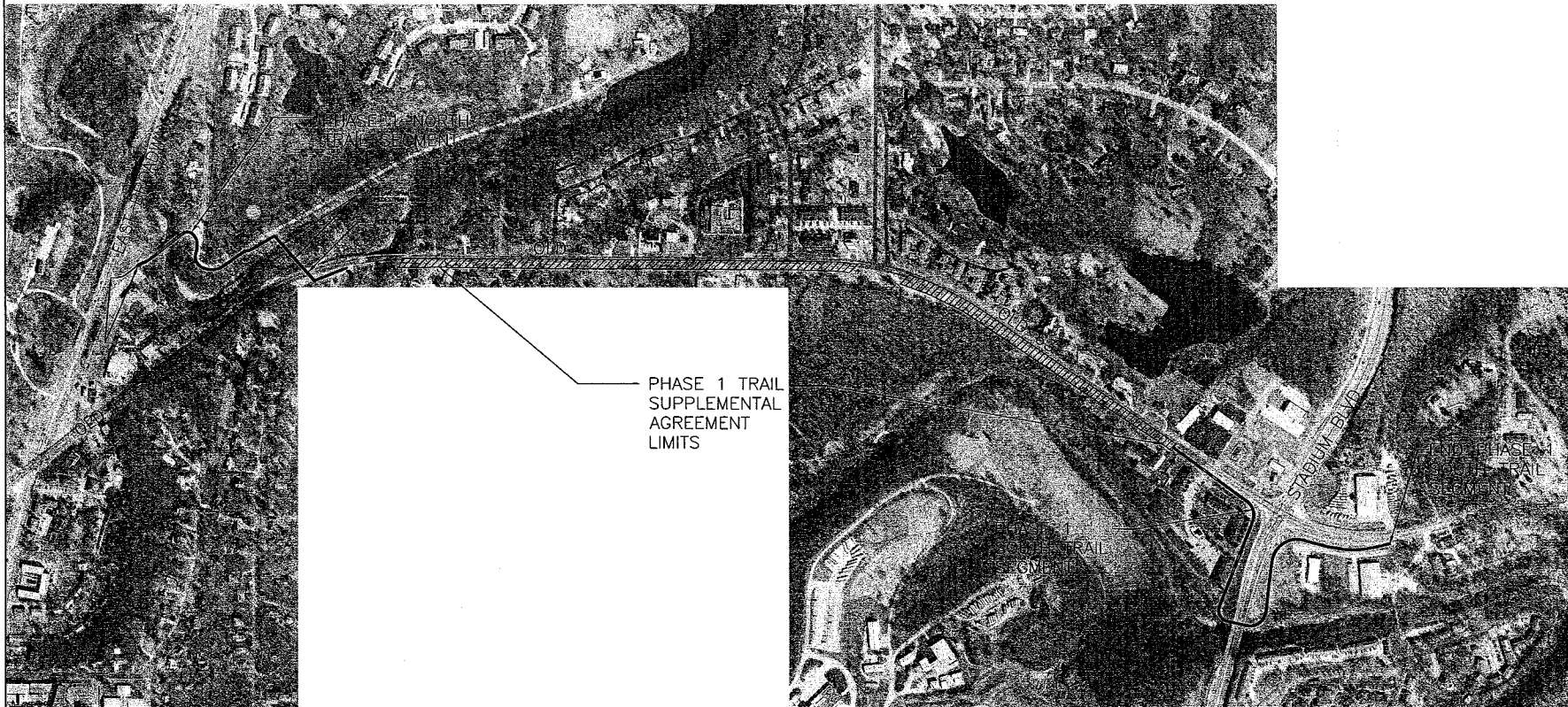
Fiscal Impact

YES x

NO

Other Info.

Project number:
C00245



PHASE 1 TRAIL
SUPPLEMENTAL
AGREEMENT
LIMITS

NOT TO SCALE
⊕

HNTB
HNTB Corporation
The HNTB Companies
Architects Engineers Planners
10 South Broadway, Suite 400
St. Louis, Missouri 63102
PH (314) 241-2803 FAX (314) 241-1914

CONSULTANTS:

OWNER/DEVELOPER:

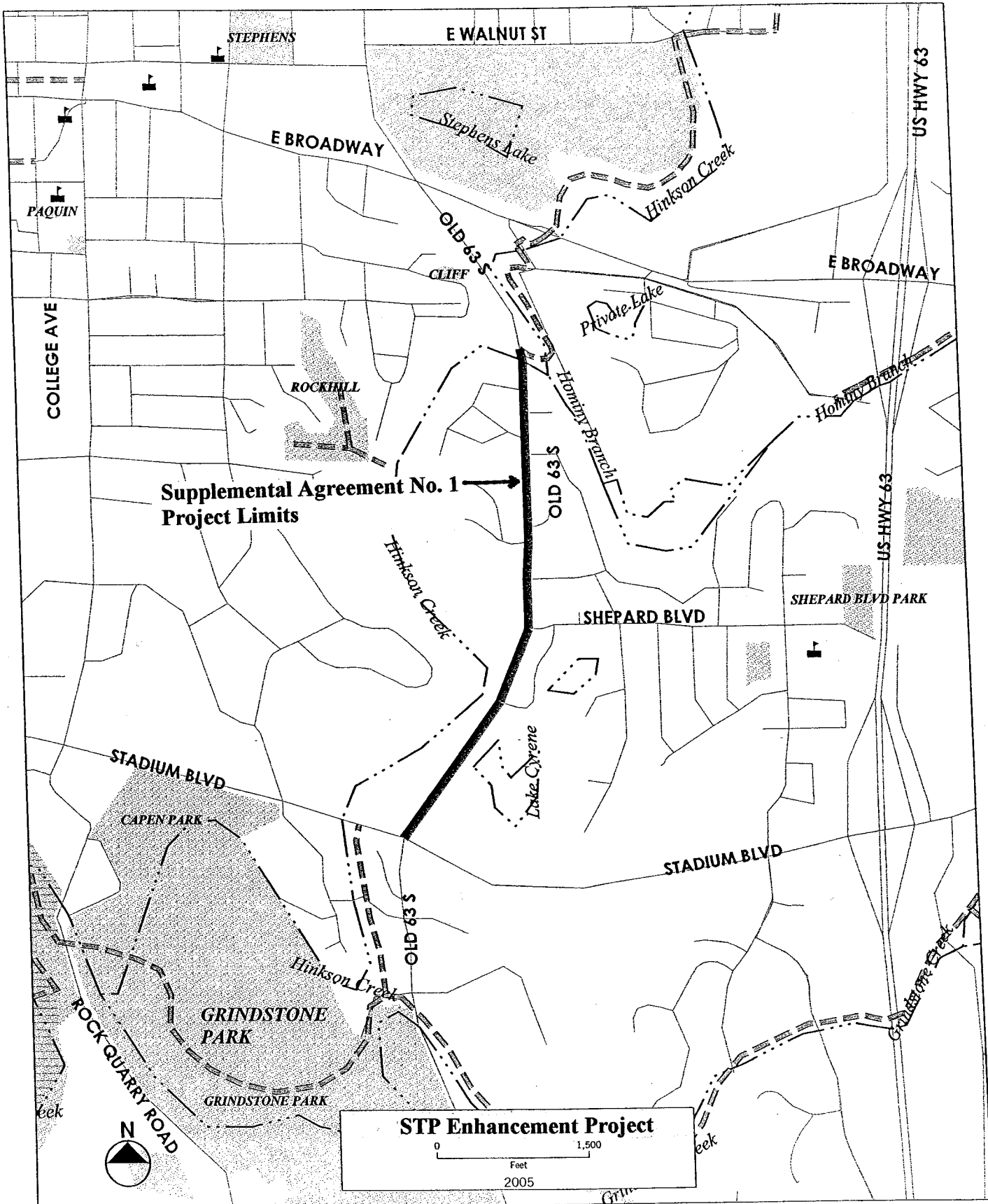
City of Columbia
Columbia Parks
&
Recreation Department
Columbia, MO 65202 - 7202
873-874-7203 Ph
873-875-3159 Fx

HINKSON CREEK TRAIL
EXPANDED PHASE 1
STP-2100 (518)
Columbia, Missouri

DATE	July 6, 2007	
ISSUED FOR	Supplemental Agreement NO. 1 Contract Amendment	
PROJECT NO.	43654-DS-00	
DRAWN BY	GOF	
CHECKED BY		
APPROVED BY		
REVISION	DATE	DESCRIPTION
△		
△		
△		
△		

PROJECT LOCATION MAP

1.0



Hinkson Creek Trail: Phase II