

Introduced by _____ Council Bill No. R 266-13

A RESOLUTION

authorizing an agreement for professional engineering services with HDR Engineering, Inc. for design, permitting and bid phase services for the Oakland Church Road 16-inch water main 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 HDR Engineering, Inc. for design, permitting and bid phase services for the Oakland Church Road 16-inch water main 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 _____, 2013.

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
HDR Engineering, Inc.

THIS AGREEMENT made as of _____ day of _____, 20___, by and between the City of Columbia, Missouri, hereinafter called the CITY, and HDR Engineering, Inc., hereinafter called the ENGINEER.

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

The following is a summary of the tasks associated with the scope of services to be provided by HDR Engineering, Inc. (HDR) for the 16" Oakland Church Road Watermain Project.

- A. Evaluate Alignment Options**
- B. Final Design**
- C. Permitting Assistance**
- D. Bid Phase Services**
- E. Construction Phase Services**
- F. Contract Closeout Services**

See Attachment A for detailed scope of services.

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 5, 2013

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> |
|--------------------------------------|------------------------|
| Bryce Banion, Senior Project Manager | Project Manager |
| Trent Stober, Vice President | Client Service Manager |

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 5, 2013.

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 David Storvick, P.E., Engineering 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 10 calendar days of Notice to Proceed and final design completed within 240 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 December 31, 2014, 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 \$226,000.**

6.2 Payments

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 **ENGINEER'S INSURANCE:** ENGINEER agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ENGINEER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ENGINEER under this contract

Commercial General Liability ENGINEER agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two (**2**) years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

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

Workers' Compensation Insurance & Employers' Liability ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers'

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

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

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

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

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

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

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

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

7.1.3 Professional Oversight Indemnification

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

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

7.2 Professional Responsibility

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

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

7.3 Estimates and Projections

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's

procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

7.4 On-Site Services

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

7.5 Changes

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

7.6 Suspension of Services

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

7.7 Termination

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

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

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

7.8 Publications

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

7.9 Nondiscrimination

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

7.9.1. ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, 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, disability, 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, disability, 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

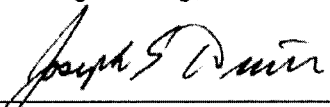
CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 550-7220-881.49-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

ENGINEER

By: 

Stan A. Christopher, P.E.
Sr. Vice President
HDR Engineering, Inc.

By: 

Joseph E. Drimmel, P.E.
Vice President and Depart. Manager
HDR Engineering, Inc.

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

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

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

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

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


**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

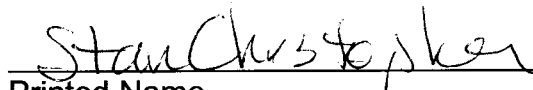
County of Jackson)
) ss.
State of Missouri)

My name is Stan Christopher. I am an authorized agent of HDR Engineering, Inc. (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.

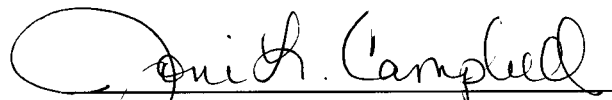


Affiant



Printed Name

Subscribed and sworn to before me this 5th day of December, 2013



Notary Public

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 01, 2016
Commission Number: 12400350

ATTACHMENT "A" – SCOPE OF SERVICES
December 5, 2013

Alignment Study, Final Design, Bidding Services and Construction Services for the
16" Oakland Church Road Water Main
City of Columbia Water and Light Department

PROJECT DESCRIPTION:

The 16" Oakland Church Water Main is a system improvement identified in the City of Columbia's *2008 Long Range Water System Study for the City of Columbia Water and Light Department*. This 16" water main will connect to the existing 16" water main at Heller Road north of the Stephens Station Water Tower. The new water main will then be routed westerly along Oakland Church Road to Oakland Church Gravel Road. From the intersection of Oakland Church Road and Oakland Church Gravel Road, the water main will be routed southerly and then westerly along Oakland Church Gravel Road to the existing 16" water main at the intersection Oakland Church Gravel Road and North Teresa Drive.

The total length of this proposed water main is estimated to be approximately 13,000 feet.

TASK SUMMARY

The following is a summary of the tasks associated with the scope of services to be provided by the consulting team of HDR Engineering, Inc. (HDR), A Civil Group (ACG) and Terracon Consultants, Inc. for this project.

- A. Evaluate Alignment Options
- B. Final Design
- C. Permitting Assistance
- D. Bid Phase Services
- E. Construction Phase Services
- F. Contract Closeout Services

DETAILED SCOPE

A. Evaluate Alignment Options

1. Conduct a project initiation meeting to review project objectives and schedule and gather information. Prepare meeting minutes for distribution to all attendees.
2. Evaluate possible alignment options for the water main using existing data including the City's aerial topographic survey, utility maps as-built record's, subdivision plats, roadway plans and field investigations. The evaluations will consider the following items:
 - ease of construction
 - potential conflicts with existing utilities and disruption to properties

- environmental impacts, such as creek crossings, wetlands, etc.
 - capital cost
 - easement acquisition
 - special permitting issues, such as wetlands
 - future plans for roadways and development
3. Assist CW&L with the scheduling and conduction of an informal, open house type meeting with interested stakeholders. Prepare displays and exhibits for the open house meeting. Interested stakeholders include neighborhood associations, affected property owners, affected utility customers, Columbia Water and Light (CW&L) staff, and all interested City Commissions, including the Water and Light Advisory Board, the Environmental and Energy Commission, the Planning and Zoning Commission, the comprehensive Plan Task Force and the Columbia Vision Commission.
 4. Prepare a report that summarizes the alignment evaluation. The report will include a concept plan showing the possible alignments, a summary of the evaluation, advantages and disadvantages of each alignment, the estimated cost for each alignment and a recommendation for the preferred alignment. A draft report will be provided to CW&L staff and the Water and Light Advisory Board for review and approval. Upon receipt of comments from CW&L, HDR will finalize the report, prepare all needed displays and documents and be available to present the report to the Water and Light Advisory Board and to the City Council at a Public Hearing.

B. Final Design

1. Design of water main and preparation of plan and profile drawings and associated details for the proposed water main, based on the alignment approved by the City Council at the Public Hearing.
 - a. Submit 50 percent and 90 percent design documents to CW&L for review. Formal design reviews will be conducted with CW&L at the 50 percent and 90 percent design stages.
 - b. An engineer's cost estimate will be provided at the 50 percent and 90 percent completion stages.
 - c. Prepare final design bid package for construction of the project. Final design bid package is to include drawings, technical specifications and CW&L's adapted front-end bid documents.
 - d. AutoCAD will be used to prepare all contract drawings. Drawings will be on 24 x 36 inch sheets. The plan scale will be 1"= 50'.
 - e. Final plans are to include all supplemental plans and documents required by applicable regulatory agencies to comply with regulations. This includes items such as traffic control plans, Stormwater Pollution Prevention Plans, erosion control, etc.

2. Field Survey:

Provide a topographical survey of the proposed water main route. The topographic survey corridor for the water transmission main will be at least 50 feet wide and ground surface elevations will be collected every 50 feet and at breaks in existing grade. A property model will be developed to establish property and Right of Way lines. The surveyor will obtain utility maps and coordinate with utility companies and the Missouri One Call System for the field locate of all existing utilities. The locations of the flagged utilities will then be surveyed and shown on the topographic survey. The survey will be referenced to the State Plane Coordinate System and control points shown on the survey. The project vertical datum will be per the City of Columbia.

3. Property Ownership Research

Conduct research of property ownership records and title reports for properties where easements will be required. It is assumed that twelve (12) title reports will be required.

4. Easement Descriptions and Acquisition

The surveyor will prepare legal descriptions and display drawings for all needed permanent and temporary easements and will prepare the easement documents using the City's standard easement forms. It is assumed that easements will be required from twelve (12) properties. CW&L will acquire the needed easements and HDR or its sub-consultant will assist CW&L during negotiations with property owners in a role limited to answering property owner's technical questions about the project.

5. Geotechnical Investigation

Perform a geotechnical investigation and prepare a geotechnical report. It is assumed that 15 soil borings will be taken at appropriate intervals along the water main route, including bore pits. This report shall be used to make engineering, design, and construction recommendations.

C. Permitting Assistance

1. Submit necessary documents and permit applications to all applicable regulatory agencies. Modify those documents as required for permit approval. Applicable agencies include U.S. Army Corps of Engineers, Missouri Department of Natural Resources, Missouri Department of Transportation, U.S. Fish and Wildlife Service, Missouri Department of Conservation and Boone County Resource Management. This scope of services does not include any coordination or surveys related to SHPO 106 regulations; surveys related to threatened or endangered species or wetland mitigation.

D. Bid Phase Services

The bid phase services to be provided by HDR are as follows:

1. Assist CW&L with scheduling and conducting a prebid conference. Prepare minutes of the meeting and submit to CW&L.

2. Respond to bidder's questions during the bidding period.
3. Prepare bid addenda, as needed.
4. Attend bid opening and assist with bid evaluation and recommendation.
5. Assist with contract award and issuance of notice to proceed.

E. Construction Phase Services

The construction phase services to be provided by HDR are as follows:

1. Schedule and conduct preconstruction conference with CW&L and the construction contractor.
2. Shop drawing review including logging, distributing and tracking construction contractor's shop drawings and submittals.
3. Change orders: Identify, log, and monitor changes or potential changes. Assist CW&L in negotiating efforts with the contractor regarding change orders and provide independent cost estimates, as needed. Review change order requests and the associated documentation provided by the contractor and CW&L.

F. Contract Closeout Services

The contract closeout services to be provided by HDR are as follows:

1. Maintain project files including correspondence, shop drawings and any other documents collected during all phases of the project. Transfer the project files to CW&L upon project closeout.
Daily construction reports, record drawings and other documents will be maintained by CW&L.
2. Prepare and submit required documents, in coordination with CW&L, to the applicable regulatory agencies necessary to receive final project approval from each agency.

G. General Project Management

1. Provide general project management including preparation of invoices, communication with CW&L, management of subconsultants, etc.



RATE SCHEDULE

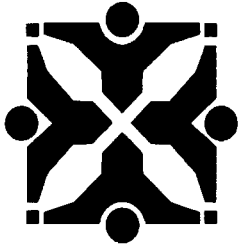
(JANUARY 1, 2014 – DECEMBER 31, 2014)

EXHIBIT B

| ROLE..... | HOURLY RATE |
|-----------------------------------|---------------------|
| PROJECT PRINCIPAL/QUALITY CONTROL | \$200.00 - \$275.00 |
| SENIOR PROJECT MANAGER | \$175.00 - \$225.00 |
| PROJECT MANAGER | \$130.00 - \$185.00 |
| SENIOR PROJECT ENGINEER | \$155.00 - \$225.00 |
| PROJECT ENGINEER | \$100.00 - \$150.00 |
| ASSISTANT PROJECT ENGINEER | \$80.00 - \$100.00 |
| SENIOR STRUCTURAL ENGINEER | \$160.00 - \$215.00 |
| STRUCTURAL ENGINEER | \$90.00 - \$155.00 |
| SENIOR ELECTRICAL ENGINEER | \$150.00 - \$200.00 |
| ELECTRICAL ENGINEER | \$90.00 - \$145.00 |
| SENIOR MECHANICAL ENGINEER | \$155.00 - \$200.00 |
| MECHANICAL ENGINEER | \$90.00 - \$150.00 |
| GIS PERSONNEL | \$75.00-\$120.00 |
| SENIOR ARCHITECT | \$150.00 - \$190.00 |
| ARCHITECT ENGINEER | \$90.00 - \$145.00 |
| SENIOR TECHNICIAN | \$115.00 - \$135.00 |
| TECHNICIAN | \$80.00 - \$115.00 |
| SENIOR DRAFTER | \$80.00-\$115.00 |
| DRAFTER | \$50.00-\$80.00 |
| SURVEY MANAGER | \$110.00 - \$130.00 |
| SURVEY CREW | \$120.00 - \$155.00 |
| SENIOR SUPPORT STAFF | \$75.00 - \$105.00 |
| ADMINISTRATION PERSONNEL | \$ 50.00 - \$85.00 |

REIMBURSABLES:

| | |
|-------------------------|------------------|
| PRINTING & REPRODUCTION | COST |
| TRAVEL | CURRENT IRS RATE |
| PHONE | COST |
| MAPPING | COST |
| SUBCONSULTANTS | COST |



Source: Water & Light *Tab*

Agenda Item No:

To: City Council
From: City Manager and Staff *MM*

Council Meeting Date: Dec 16, 2013

Re: Engineering Services Agreement - Oakland Church Road 16" Water Main Project

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an agreement with HDR Engineering Inc. of Lees Summit, Missouri in the amount of \$226,000.00 for Professional Engineering Services for the design, permitting, and bid phase services for the Oakland Church Road 16" Water Main Project to begin the public improvement process.

DISCUSSION:

The 2008 Long Range Study identified the need for a 16-inch diameter water main loop connection from the eastern boundary of the northeast pressure zone to Stephens Station Water Tower and then to a connection within the western boundary of the pressure zone. The eastern leg of this loop is identified as the Heller Road 16" Water Main Project which is currently being designed and planned for construction in the Spring of 2014. The Oakland Church 16" Water Main Project, scheduled for construction in the Fall of 2014 will complete the western leg of this proposed loop and conclude the final phase of improvements identified in the 2008 water revenue bond issue for improvements in the northeast pressure zone.

The proposed Oakland Church 16" Water Main Project will connect to an existing 16" water main on Heller Road north of Stephens Station Water Tower and be routed westerly along Oakland Church Road to Oakland Gravel Road. From the Intersection of Oakland Church Road and Oakland Gravel Road the water main will continue south and west along Oakland Gravel Road and connect to an existing 16" water main near Teresa Drive. The total length of this proposed water main is approximately 13,000 feet and construction costs are estimated at approximately \$2,700,000.

The proposed Scope of Services, as defined in attachment "A" of the Engineering Services Agreement with HDR Engineering, Inc. , is to include:

- Evaluation of Alignment Alternatives
- Final Design
- Permitting Assistance
- Bid Phase Services
- Construction Phase Services
- Contract Closeout Services

HDR Engineering Inc. was selected through a qualifications based selection process, that included interviews on November 19, 2013 with; Trabue, Hansen and Hinshaw, Inc. of Columbia, Missouri and SK Design Group, Inc. of Overland Park, Kansas. HDR Engineering has displayed their ability to complete quality work in a cost effective and timely manner on similar projects in the Columbia area. HDR intends to complete design services within 240 calendar days from the issuance of a notice to proceed, allowing for the planned Fall construction.

FISCAL IMPACT:

The proposed Engineering Services Agreement with HDR Engineering Inc. for the Oakland Church 16" Water Main Project is for an amount not to exceed \$226,000.00 with an estimated time of completion of 240 calendar days from the issuance of the notice to proceed. Funding for this project is from a 2008 voter approved water revenue bonds.

VISION IMPACT:

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

This Project was identified in the 2008 Long Range Water Study as a needed improvement in order to supply water to Stephens Station Water Tower and complete a loop the Northeast Pressure Zone.

SUGGESTED COUNCIL ACTIONS:

Staff requests council approve this resolution allowing the City Manager to execute an agreement with HDR Engineering Inc. for design services of the Oakland Church Watermain.

| FISCAL and VISION NOTES: | | | | | |
|--|--------------|---|----|---|-----|
| City Fiscal Impact Enter all that apply | | Program Impact | | Mandates | |
| City's current net FY cost | \$226,000.00 | New Program/ Agency? | No | Federal or State mandated? | No |
| Amount of funds already appropriated | \$226,000.00 | Duplicates/Expands an existing program? | No | Vision Implementation impact | |
| Amount of budget amendment needed | \$0.00 | Fiscal Impact on any local political subdivision? | No | Enter all that apply: Refer to Web site | |
| Estimated 2 year net costs: | | Resources Required | | Vision Impact? | Yes |
| One Time | \$0.00 | Requires add'l FTE Personnel? | No | Primary Vision, Strategy and/or Goal Item # | 5.1 |
| Operating/ Ongoing | \$0.00 | Requires add'l facilities? | No | Secondary Vision, Strategy and/or Goal Item # | |
| | | Requires add'l capital equipment? | No | Fiscal year implementation Task # | |