

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 207-14

Department Source: Parks and Recreation

To: City Council

From: City Manager & Staff

Council Meeting Date: November 3, 2014

Re: Midwest Environmental Consultants Agreement for Norma Sutherland Smith Park

Documents Included With This Agenda Item

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

Supporting documentation includes: None

Executive Summary

The Parks and Recreation Department is requesting Council authorization to enter into an agreement with Midwest Environmental Consultants for professional engineering services at Norma Sutherland Smith Park. Services provided by Midwest Environmental Consultants will include site surveying, design calculations for stormwater mitigation and construction documents for necessary permits. The agreement will authorize the City to pay Midwest Environmental Consultants up to \$45,000 for the project.

Discussion

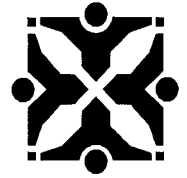
At the June 16, 2014 City Council meeting, an ordinance was passed by the City Council to approve the master plan for Norma Sutherland Smith Park and construction of phase I improvements at the park property. As part of the park master plan and phase I improvements, the Parks and Recreation Department is proposing to create a series of wetland cells and possible fishing lake at the park property. The Parks and Recreation Department and City's Purchasing Department issued a "Request for Qualifications" (RFQ) to potential engineering firms for necessary engineering services related to the initial development of the park. Midwest Environmental Consultants was selected as the design firm for the project after determining they met or exceeded all qualifications for the project.

The scope of services for the project will include a complete site survey of the 50-acre property and pre-design and construction documents, details and specifications for constructed wetlands, bioretention ponds, erosion control plans and BMPs for the property. Services will also include coordination with necessary local, state and federal organizations during the park development and necessary design calculations for required stormwater mitigation. Midwest Environmental Consultants will also evaluate the property for future mitigation banking potential.

The agreement with Midwest Environmental Consultants and the City of Columbia will provide the City with plans to obtain necessary permits to complete the construction of phase I development at the park. Midwest Environmental Consultants will also monitor the construction of the wetland cells and stormwater controls throughout the construction of phase I improvements.

City of Columbia

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Fiscal Impact

Short-Term Impact: The Parks and Recreation Department will enter into an agreement with Midwest Environmental Consultants for engineering services not to exceed a total cost of \$45,000. The work is funded by the Park Sales Tax and included in the \$250,000 budget for phase I improvements.

Long-Term Impact: None

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Parks, Recreation and Greenways

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Land Use & Growth Management, Environmental Management

Suggested Council Action

Approve the Council legislation authorizing the City Manager to sign the agreement with Midwest Environmental Consultants for the engineering services at Norma Sutherland Smith Park.

Legislative History

Ordinance 22095, 6/16/2014. Approving the Norma Sutherland Smith Master Plan; determining it is in the public interest to construct improvements at Norma Sutherland Smith - Phase I

<http://www.gocolumbiamo.com/CMS/codemaster/attachment.php?ordid=21239>


Department Approved


City Manager Approved

Introduced by _____ Council Bill No. R 207-14

A RESOLUTION

authorizing an agreement for professional engineering services with Midwest Environmental Consultants for surveying and design for the initial development of the Norma Sutherland Smith Park.

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 Midwest Environmental Consultants for surveying and design for the initial development of the Norma Sutherland Smith Park. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
Midwest Environmental Consultants

THIS AGREEMENT made as of 15th day of October, 2014, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Midwest Environmental Consultants, hereinafter called the ENGINEER.

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

Professional Survey and Engineering Services for Norma Sutherland Smith Park
Procurement of professional survey and engineering services for the City of Columbia Parks and Recreation Department for a new 50-acre community park located in north Columbia, Missouri. To provide complete design and consulting services for all of the various project types listed per the scope of work. (Attachment A)

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 - ~~dated the 10th of September, 2013.~~ *ltd*

Letter Dated August 14, 2014 and email dated September 10, 2014.

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

<u>Name and Title</u>		<u>Assignment</u>
Anika Careaga, PE – Project Manager	MEC	Project Management & Stormwater Design
Lindsey Henry, PE – Senior Project Manager	MEC	Quality Control
R. Patrick Worzer, ASLA – Principal	GDS	Landscape Architecture & Parks Design
Matthew Kriete, PE – Project Manager	ES&S	Civil Engineering Design
Frederick Carroz III, PLS – Lead Surveyor	ES&S	Surveying

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 ~~January 1, 2012~~.

~~August 14, 2014~~

4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

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

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

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

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

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

SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within 180 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 upon the date of the signed agreement, and may not 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 \$45,000.**

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

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

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

7.1.2 HOLD HARMLESS AGREEMENT: To the fullest extent not

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

7.1.3 Professional Oversight Indemnification

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

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

7.2 Professional Responsibility

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

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

7.3 Estimates and Projections

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience,

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

7.4 On-Site Services

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

7.5 Changes

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

7.6 Suspension of Services

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

7.7 Termination

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

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

Further, the ENGINEER shall not be relieved of any liability to the CITY for any damages sustained by the CITY by virtue of any breach of this Agreement by ENGINEER and the CITY may withhold any payments due the ENGINEER for the

purpose of set-off until such time as the exact amount of damages to the CITY, if any, is determined.

7.8 Publications

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

7.9 Nondiscrimination

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

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

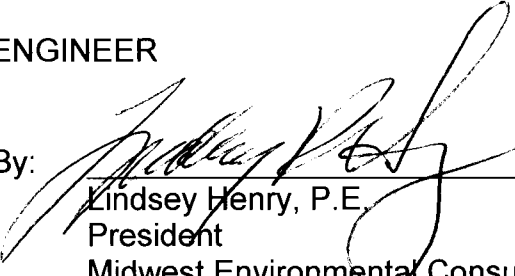
APPROVED AS TO FORM:

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. 440-8800-548.C00559, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

ENGINEER

By:  _____
Lindsey Henry, P.E.
President
Midwest Environmental Consultants

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 Cole)
) ss.
State of MO)


My name is Lindsay Henry. I am an authorized agent of Midwest Environmental Consultants^{LLC} (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

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

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

[Signature]
Affiant
Lindsay Henry
Printed Name

Subscribed and sworn to before me this 16th day of October, 2014.

[Signature]
Notary Public

AMY SANKEY
My Commission Expires
January 24, 2017
Osage County
Commission #13657915



Special Environmental Services

August 14, 2014

Purchasing Department
City of Columbia
701 E. Broadway
Columbia, MO 65201

Subject: Request for Qualifications No. 129/2014, Professional Environmental Engineering & Survey Services Norma Sutherland Smith Park

To Whom It May Concern:

Midwest Environmental Consultants (MEC) appreciates the opportunity to submit our qualifications for professional environmental engineering and survey services for the City of Columbia Norma Sutherland Smith Park. Attached are project descriptions, resumes of members of the design team and references as requested in your Request for Qualifications (RFQ).

We are proposing the following team of consultants that have worked for this project.

Environmental Engineering:	Midwest Environmental Consultants (MEC)
Landscape Architecture:	Gateway Design Studio, Inc. (GDS)
Civil Engineering/Surveying:	Engineering Surveys & Services (ES&S)

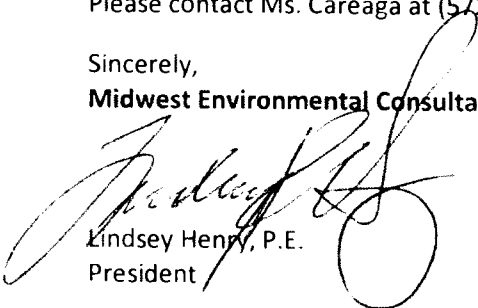
Our project team will be lead by Ms. Anika Careaga, P.E. who is also a Certified Professional of Erosion and Sediment Control (CPESC) and a Certified Professional of Storm Water Quality (CPSWQ). Our team will include Columbia-based ES&S for civil engineering design and surveying and GDS from St. Louis, Missouri, for landscape architecture services specializing in park design. We have attached several examples of parks designed by GDS throughout the state.

Ms. Careaga brings to the team experience with the stormwater design including engineered Low Impact Design (LID). She designed the first permitted LID residential development in the City of Columbia. Ms. Careaga has presented the engineering aspects of LID around the state, including several presentations in conjunction with the Stormwater Coordinator for the MDNR.

MEC recently completed a LID demonstration project for the Missouri Department of Conservation (MDC) Office Building in Columbia. The MDC Columbia project was designed with many of the BMP elements listed in the Norma Sutherland Smith Park design, as well as consideration for a well landscaped, attractive appearance in an urban area. This makes MEC uniquely qualified to complete this project.

Please contact Ms. Careaga at (573) 636-9454 or acareaga@mecpc.com if you have any questions.

Sincerely,
Midwest Environmental Consultants



Lindsey Henry, P.E.
President



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS

ADDENDUM #1 RFQualifications: 129/2014

Professional Environmental Engineering & Survey Services Norma Sutherland Smith Park

12/20/14

Bidders shall note these changes to the above Request for Qualifications and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1) In the Request for Proposals, Section 4, Items F & G (page 10 of 11), which state,

F. An itemized fee proposal for the design work associated with the base bid as follows :

G. Cost for design services including:

i. Site Visit

ii. Pre-design of Features for Preliminary Review and Submittal

iii. Construction Plans, Details, and Specifications

iv. All other expenses. All aspects of design to be considered "lump sum" to include design, construction estimate, and all expenses associated with site visits.

Should be disregarded, and considered removed from the Request for Qualifications.

2. No Other Changes

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Qualifications No. 129/2014. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm

Midwest Environmental Consultants Date *8/14/14*

Signed

[Handwritten Signature]

**Professional Environmental Engineering
& Survey Services RFQ**

RFQ 129/2014



Norma Sutherland Smith Park

August 15, 2014



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1.0 INTRODUCTION

1.1 Norma Sutherland Smith Park

The City of Columbia has requested professional environmental engineering and survey services for the Norma Sutherland Smith Park. A land donation in 1999 from Jeff Smith gave Columbia Parks & Recreation 50.3 acres in northeast Columbia. The site is located immediately southwest of the intersection of Brown Station Road and Waco Road. The Norma Sutherland Smith Park will benefit the newly constructed Alpha Hart Lewis Elementary School and the Tuscan Ridge Subdivision Development, as well as all residents in the Columbia area. The development of Smith Park is on the list of projects to be funded by the 2010 Park Sales Tax.

1.2 Company History

Midwest Environmental Consultants (MEC) was founded in 1991 as a company providing professional engineering services exclusively pertaining to environmental issues. At that time it was incorporated as Midwest Environmental Consultants, PC, a professional corporation. The current President of MEC, Lindsey R. Henry, PE joined MEC in 1993. In 2000 MEC was re-incorporated as Midwest Environmental Consultants Co, a closely held company (S-Corp). Midwest Environmental Consultants Co is also registered as Engineering Corporation in the States of Missouri, Kansas, and Arkansas.

As a provider of professional engineering services, we realize that we are only as good as our staff. We are a cohesive group of environmental professionals that are truly experts in our area and that are committed to serving our clients. It is our ability to bring the various disciplines and perspectives to an environmental issue, in addition to our strong work ethic and intimate knowledge of the regulatory process, which allows us to provide outstanding service for our clients. MEC has served several of our customers for more than 20 years.

1.3 Contact Information

The project manager for this project will be Anika Careaga, PE (PE#2005022085). Ms. Careaga is located in our Jefferson City office. Contact information is below:

Anika Careaga, PE
Midwest Environmental Consultants
2009 East McCarty St., Jefferson City, MO 65101
Phone 573.636.9454 / Fax 573.761.4200
acareaga@mecpc.com, www.mecpc.com

2.0 PERSONNEL AND PRIOR EXPERIENCE

2.1 Team Approach

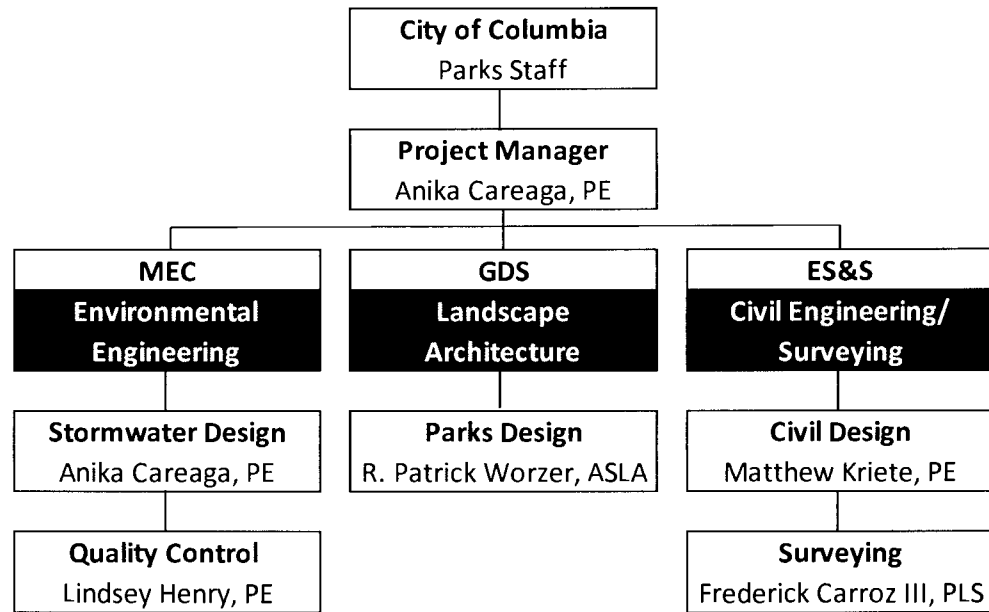
MEC has assembled a team that is highly qualified to complete this exciting project. Each team member brings added value to this project.

Environmental Engineering:	Midwest Environmental Consultants (MEC)
Landscape Architecture:	Gateway Design Studio, Inc. (GDS)
Civil Engineering/Surveying:	Engineering Surveys & Services (ES&S)

Our project team will be led by Ms. Anika Careaga, P.E. who is also a Certified Professional of Erosion and Sediment Control (CPESC) and a Certified Professional of Storm Water Quality (CPSWQ). Our team will include Columbia-based ES&S for civil engineering design and surveying

and GDS from St. Louis, Missouri, for landscape architecture services specializing in park design. Additional information about each company and resumes for each team member is included as appendices to this submittal (**Appendix 1 – MEC, Appendix 2 – GDS, and Appendix 3 – ES&S**).

Proposed Organizational Structure



Ms. Careaga with MEC as the project manager will coordinate all work efforts. Coordination within the team will include group meetings, conference calls and electronic correspondence. Ms. Careaga will also serve as the point of contact for the City.

2.2 Midwest Environmental Consultants (MEC)

Ms. Careaga, PE, CPESC, CPSWQ, brings to the team experience with the stormwater design including engineered Low Impact Design (LID). Ms. Careaga has presented the engineering aspects of LID around the state, including several presentations in conjunction with the Stormwater Coordinator for the Missouri Department of Natural Resources.

Ms. Careaga designed the first permitted LID residential development in the City of Columbia. MEC recently completed a LID demonstration project for the Missouri Department of Conservation (MDC) Office Building in Columbia, Missouri. The MDC Columbia project was designed with many of the BMP elements listed in the Norma Sutherland Smith Park design, as well as consideration for a well landscaped, attractive appearance in an urban area. This makes MEC uniquely qualified to complete this project.

Mr. Lindsey Henry, PE, who also serves as President and managing partner for MEC, will serve as Quality Control for the project. Included in **Appendix 1** are six projects showcasing MEC’s experience with similar scope and project requirements as the Norma Sutherland Smith Park and includes three reference letters from municipal/government clients.

2.3 Gateway Design Studio, Inc. (GDS)

MEC will work closely with Mr. Patrick Worzer, ASLA, CLARB, RLA from GDS who brings over 25 year of experience collaborating with planners, engineers and architects. GDS design and planning experience includes; comprehensive parks and recreation master plans, new and existing parkland development, sustainable site design, playgrounds and recreation centers. Mr. Worzer and GDS will be valuable assets to the team, especially for landscape design and plantings best suited for a park environment. **Appendix 2** contains several examples of parks GDS has designed.

2.4 Engineering Surveys & Services (ES&S)

MEC and ES&S have years of experience collaborating on various projects. Mr. Matthew Kriete, PE, will lead the site - civil engineering design and Mr. Frederick Carroz, III, PLS will be the lead surveyor for this project. ES&S brings to the team an intimate knowledge of the City of Columbia. ES&S has recently completed the site and storm water design for the Alpha Hart Lewis Elementary School, which is adjacent to the Norma Sutherland Smith Park. Therefore, ES&S starts this project with a wealth of information about the area, topography and watershed. **Appendix 3** includes ES&S project descriptions of several City of Columbia projects as well as reference letters from two municipalities, one of which is a parks and recreation department.

3.0 SCOPE OF WORK

The purpose of this RFQ was to solicit and establish a contract through competitive negotiations for the procurement of professional civil engineering, survey and landscape services for the City of Columbia Parks and Recreation Department (City) for a new 50-acre community park.

Norma Sutherland Smith Park is a new 50-acre community park located at 3350 Waco Road in Columbia, Missouri. The nearest primary intersection to the park is Brown Station Road and Waco Road. The park is presently zoned A-1 (Agriculture) and bounded on the north by Alpha Hart Lewis Elementary School and private property currently zoned for R-1 (Residential) that is currently undeveloped. Waco Road forms the north boundary, but is inside the park property proper. To the East, the park is bounded by Brown Station Road and private property currently zoned M-C (Controlled Industrial). The south and west boundaries are zoned R-1 (Residential) with the property to the south mostly developed and the west undeveloped.

Beginning in 2013, Park Staff began developing concepts in-house based on the departments use plan for community parks and needs assessment performed as part of the 2013 Parks, Recreation and Open Space Master Plan for the area surrounding the park. A Proposed Comprehensive Plan was developed to accomplish the goals set forth in the master plan. A Phase One Development Plan was also proposed that would determine the development available with current funding from the 2010 Parks Sales Tax. Both plans were presented to the public for comments at two (2) meetings in February of 2014. The plans were then revised based on input received from those meetings and an online survey and presented to the Parks and Recreation Commission in May 2014. Columbia City Council unanimously approved both plans in June of 2014. These plans will form the basis of the scope of services for engineering and survey.

4.0 PROJECT APPROACH

We will demonstrate that MEC and the team understand the requirements for successfully completing these tasks in a manner utilizing cost saving measures and economy of scale. MEC is available to start the project immediately upon Notice to Proceed.

ADS will coordinate with park staff to develop a landscape plan for mitigation, development, and maintenance requirements that follow City of Columbia standards as defined in the City Code. The team will prepare and submit a pre-submittal level set of plans including an itemized cost estimate for all proposed features as outlined in the scope, to the City for review.

4.3 Task 3 – Site Plan Submittal/Review/Approval

A project meeting with the team and the city will be conducted to discuss any needed changes before work begins on the construction drawings. The team will prepare full construction documents, details, and specifications for constructed wetlands, bio-detention, retention, and erosion control for the Full Comprehensive Development Plan and provide support for information to proceed with the Phase One Development Plan for submittal per the City Code and the City of Columbia Stormwater Manual.

After Parks review and approval of construction submittal, the construction documents will be submitted to the City of Columbia. It is assumed that a Nationwide Permit 43 (NWP 43) – Stormwater Management Facilities to the Corp of Engineers (COE) will be required for completion of this project. MEC will prepare and submit an application for a NWP 43 at this time.

4.4 Task 4 – Construction

Construction cannot begin until approval from the City of Columbia and a NWP 43 is received from COE. The City will complete the initial site preparations by identifying and removing invasive tree species and noxious weeds within the area of the proposed park development. ES&S will provide staking and placement identification for constructed wetlands and bio-detention cells (dams, channels, and piping as necessary), erosion control and BMP features and site grading for proposed driveway, parking, and shelter location. Tree marking for tree removal (Invasive/Noxious exempt) will also be completed by ES&S. Construction will begin with tree removal and grading. Expected days of construction are 90 to 120, depending on weather.

4.5 Task 5 – Operational Support

The team will provide operation support to the City, as needed, including future mitigation banking potential. We also understand the long-term goal of the Parks and Recreation Department to realize value for the significant storm water quality benefits that will be created by park development such as that planned for Norma Sutherland Smith Park. We know that the Parks Department has had past discussions with other City departments to look at ways to manage such improvements in a manner that will benefit mitigation efforts on future Parks projects.

The project team will approach this project with a goal in mind that it may be part of a future plan and process to track storm water management benefits of the creation of the water quality features expected to be constructed. On a smaller scale, ES&S has created such a process for broader development plans, such as Columbia College Campus and the Broadway Marketplace.

5.0 CONCLUSIONS

Our proposed team of MEC, GDS and ES&S will apply professional expertise, project management, and communication methods that will lead to an efficiently delivered, well-designed park development. Our objective will be to meet your needs for this project while staying within your stated timelines.



From: **Anika Careaga** <acareaga@mecpc.com>
Date: Wed, Sep 10, 2014 at 6:03 PM
Subject: FW: 129-2014 Professional Environmental Engineering - Norma Sutherland Smith Park
To: Matt Boehner <mbboehne@gocolumbiamo.com>
Cc: "JFrerking@ESS-Inc.com" <JFrerking@ess-inc.com>, "David A. Bennett, P.E." (dbennett@ess-inc.com)" <dbennett@ess-inc.com>, Lindsey Henry <lhenry@mecpc.com>, "Patrick Worzer (rpworzer@gatewayds.com)" <rpworzer@gatewayds.com>

Matt,

Attached is a revised cost estimate and survey diagram per your comments.

The total cost has been reduced to \$37,700. Please let me know if this is acceptable or if any additional changes are needed.

The survey crew and design team are ready to begin as soon as the contract is signed. We appreciate the opportunity to work with City on this exciting project.

Thanks,

Anika

Anika Careaga

Midwest Environmental Consultants

2009 East McCarty

Jefferson City, MO 65101

Office: (573) 636-9454

Cell: (573) 462-6471

Fax: (573) 761-4200

acareaga@mecpc.com

www.mecpc.com

From: John Frerking, PE [mailto:JFrerking@ESS-Inc.com]
Sent: Wednesday, September 10, 2014 11:41 AM
To: Anika Careaga
Cc: FCarroz@ESS-Inc.com; "David A. Bennett, P.E."; Lindsey Henry
Subject: RE: 129-2014 Professional Environmental Engineering - Norma Sutherland Smith Park

Anika,

Thanks for the call back earlier. Fred and I discussed the smaller area for the Area #1 survey and believe it is reasonable to reduce our field work by a full day. This is based on a reduction in the area where we will perform a design topographic survey to be extending approximately 100-feet (+/-) outside of the areas we have labeled "Wetland/Bioretention Ponds". Previously we were extending this area to 100-feet outside of the fitness trail. A revised cost spreadsheet is attached. Once this has been determined to be an acceptable approach, we will revise the survey diagram we submitted previously to reflect these changes.

Best regards,

John Frerking

W: (573) 449-2646

M: (816) 916-2896

2 attachments



MEC Cost Estimate Total - Columbia Parks Rec_ES&S-REV_2014-09-10.xlsx
68K



NSS PARK SURVEY LIMITS 9-10-14 .pdf
1416K

City of Columbia, Missouri
Norma Sutherland Smith Park
Professional Environmental Engineering & Survey Services Cost Estimate

Task	Est. Days	MEC				ES&S				GDS				Total Cost	
		Person	Rate	Hours	Cost	Person	Rate	Hours	Cost	Person	Rate	Hours	Cost		
1 Site Visits/Data Gathering	10														
1.1 Data Gathering	2	PM	\$127	16	\$2,032					PM	\$115	4	\$460		
1.2 Site Visits	1	PM	\$127	4	\$508					PR	\$135	2	\$270		
1.3 Site Survey	7	PM	\$127	2	\$254										
ITEM #1: Areas of Water Quality Features															
Topographic Survey: 100-foot increments; locate sewer, other visible utilities, structures, etc. (field work)						CREW	\$150	20	\$3,000						
Boundary Survey: Locate, mark parcel boundaries (field work)						CREW	\$150	12	\$1,800						
Crew management; quality review						PLS	\$120	8	\$960						
Preparation of basemap						CAD	\$70	16	\$1,120						
ITEM #2 & #3 : Outside of Water Quality Features (see Survey Diagram)															
Confirmation Survey: Verify City-provided aerial topo map contours on 200-foot grid; See "Assumptions" below (field work)						PLS	\$120	2	\$240						
Additional Expenses (ie. travel, equipment, printing, etc.)						CAD	\$70	4	\$280					\$175	
TOTALS								\$3,328				\$9,250		\$905	\$13,483
2 Pre-Submittal Plan Development	30														
2.1 Project Meetings (On & Off Site)	2	PM	\$127	8	\$1,016					PM	\$115	4	\$460		
2.2 Coordination with Corps of Engineers - Confirm NWP 43	1	PM	\$127	4	\$508										
2.3 Design Calculations	10	PM	\$127	20	\$2,540										
2.4 Develop Pre-Submittal Plan with Cost Estimate	15	PM	\$127	16	\$2,032					PR	\$135	4	\$540		
		SPM	\$148	2	\$296					PA	\$100	8	\$800		
		CAD	\$85	8	\$680					DRFT	\$65	6	\$390		
2.5 Parks Review and Approval of Pre-Submittal Plan	5														
Additional Expenses (ie. travel, equipment, printing, etc.)													\$175		
TOTALS								\$7,322			\$0		\$2,365	\$9,687	
3 Site Plan Submittal/Review/Approval	20														
3.1 Project Meeting (On & Off Site)	1	PM	\$127	4	\$508					PM	\$115	4	\$460		
3.2 Construction Documents, Cost Estimates, Plans & Details	20	PM	\$127	20	\$2,540					PR	\$135	4	\$540		
		SPM	\$148	2	\$296					PM	\$115	8	\$920		
		CAD	\$85	16	\$1,360					PA	\$100	20	\$2,000		
3.3 Submittal to Parks	1	PM	\$127	2	\$254										
3.4 Parks Review and Approval of Construction Submittal	5														
3.5 Submittal to City of Columbia and COE Application	1	PM	\$127	1	\$127										
3.6 Approval from City of Columbia and COE	??														
Additional Expenses (ie. travel, equipment, printing, etc.)													\$175		
TOTALS								\$5,335			\$0		\$4,095	\$9,430	
4 Construction	120														
4.1 Staking Two-days of construction staking (field work)	2	PM	\$127	2	\$254	CREW	\$150	16	\$2,400						
						CAD	\$70	4	\$280						
4.2 Tree marking for tree removal	2	PM	\$127	2	\$254										
4.3 Construction (ongoing support - may vary)	110	PM	\$127	8	\$1,016					PM	\$115	4	\$460		
Additional Expenses (ie. travel, equipment, printing, etc.)													\$175		
TOTALS								\$1,774			\$2,680		\$635	\$5,089	
5 Operational Support (including Future Banking Potential)	Varies														
TOTALS								\$17,759			\$11,930		\$8,000	\$37,689	

SURVEY SERVICES ASSUMPTIONS / CLARIFICATIONS - Engineering Surveys and Services

- 1 Aerial topographic basemap will be provided by City of Columbia.
- 2 Survey deliverable for Item #1 (as indicated within the boundary indicated on Survey Diagram provided) will define 2-foot contour interval, property boundary lines, and utility information from Missouri One Call and City records.
- 3 Survey deliverable for Items #2 & #3 (indicated on the Survey Diagram provided) will confirm / show variance for elevations as shown on topographic basemap
- 4 Two crew-days of construction staking is assumed for the purposes of this fee estimate. If the contractor requires additional staking services during construction, time will be billed at the hourly rate provided above.
- 5 "Additional Expenses" also includes printing costs. It is assumed the City will provide necessary title information.

