	A RESOLUTION	
professional engine Boulevard Pedestri	eement with Bartlett & West, ering services relating to the ian and Bicycle Trail Proje v pedestrian bridge over Hinkson	Forum ect and
BE IT RESOLVED BY THE COU FOLLOWS:	NCIL OF THE CITY OF COLUM	MBIA, MISSOURI, A
Bartlett & West, Inc. for professional Pedestrian and Bicycle Trail Proje	ect and construction of a new p	the Forum Bouleva
in "Exhibit A" attached hereto and r	tent of the agreement shall be su nade a part hereof as fully as if se	
in "Exhibit A" attached hereto and r		t forth herein verbat
in "Exhibit A" attached hereto and r	nade a part hereof as fully as if se	t forth herein verbat
in "Exhibit A" attached hereto and r ADOPTED this day	nade a part hereof as fully as if se	t forth herein verbat

SPONSOR: City of Columbia

LOCATION: Forum Boulevard between Katy Lane and Woodrail Avenue PROJECT: CPP 9999(516) - Forum Boulevard Pedestrian and Bicycle Trail

THIS CONTRACT is between City of Columbia, Missouri, hereinafter referred to as the "Local Agency", and Bartlett & West, Inc., hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Non-motorized Transportation Pilot Program (NTPP), coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a pedestrian and bicycle trail including a new bridge over Hinkson Creek and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction support of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - <u>DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS</u>:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is __0_% of the total Agreement dollar value.
- B. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, <u>0</u>% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM				PERCENTAGE
NAME,			CONTRACT	OF
STREET AND		TOTAL \$	\$ AMOUNT	SUBCONTRACT
COMPLETE	TYPE OF	VALUE OF	TO APPLY	DOLLAR VALUE
MAILING	DBE	THE DBE	TO TOTAL	APPLICABLE TO
<u>ADDRESS</u>	SERVICE	SUBCONTRACT	DBE GOAL	TOTAL GOAL
N/A	N/A	N/A	N/A	N/A

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a

supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

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

- A. PS&E Approval by MODOT shall be completed on June 30, 2015.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$22,098, with a ceiling established for said design services in the amount of \$209,444.00, which amount shall not be exceeded.
- B. For construction support services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$778, with a ceiling established for said construction services in the amount of \$5,600.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at <u>58.17</u>% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount estimated at 113.96% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. The company has voluntarily reduced its overhead rate to 172.13%. This rate will be used on all billings. Upon completion of the services outlined under this Agreement the final payment for these items will be based on accounting

- records of the Consultant incurred during the period of the Agreement. MoDOT reserves the right to require the actual audited overhead rates be used if those rates are less than the voluntarily reduced rate noted previously.
- 5. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
- 6. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- METHOD OF PAYMENT Partial payments for work satisfactorily completed will be G. made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Local Agency's receipt of the Consultant's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not

paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: geotechnical investigations including foundation borings and tests, archaeological and cultural studies.

Sub-Consultant Name Terracon Consultants, Inc.	Address 3601 Mojave Court Suite A Columbia, MO 65202	Services Geotechnical Investigations
Environmental Research Center of Missouri, Inc.	1201 Moreau Drive Jefferson City, MO 65101	Archaeological and Cultural Studies

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any

portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- (A) The Local Agency may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- (B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Consultant its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- (C) The Consultant shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.
- (D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.
- (E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.
- 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
- 2. The Local Agency's persistent failure to make payment to the Consultant in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX - LOBBY CERTIFICATION

<u>CERTIFICATION ON LOBBYING</u>: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX - INSURANCE

- (A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- (B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- (C) The Consultant's insurance coverage shall be for not less than the following limits of liability:
- 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
- 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
- 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
- 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- (D) The Consultant shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- (E) Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Services

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 22^n day of May, 2013.
Executed by the City this day of, 2013.
FOR: CITY OF COLUMBIA, MISSOURI
BY:
ATTEST:

FOR: BARTLETT & WEST, INC.

Robert A. Gilbert, P.F.

Vice President

ATTEST: Todd Kempker, P.E.

Senior Project Engineer

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2)

amount of the bonds yet to be sold or of the tax in case there is not a sufficient unencumbered of	tes levied and yet to be collected to meet the obligation cash balance in the treasury.
	John Blattel, Finance Director
Approved as to Form:	
Nancy Thompson, City Counselor	

bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered

ATTACHMENT A

Scope of Services

GENERAL BACKGROUND

The project involves adding a pedestrian and bicycle trail along Forum Boulevard from Katy Lane to Woodrail Avenue. The project includes a connection to the MKT trail and a crossing of Hinkson Creek. It is expected that the trail will be 10' wide. During the design, consideration will be given to allow for a future expansion of Forum Blvd. to a minimum of a four lane roadway.

The trail will begin on the west side of Forum Blvd and south side of Katy Lane. A connection will be made from Katy Lane to the MKT Trail. From the MKT Trail to the creek, the alignment is unknown, and it is expected that three options will be investigated. The first option is to follow the northeast side of Forum Blvd. The second option is similar, but pulls the bridge across Hinkson Creek to the north further away from Forum Blvd. to cross the creek more perpendicularly. The third option presented at this time is to cross Hinkson Creek to the south or west of Forum Blvd., and then take the trail under the existing vehicular bridge. These options will be investigated conceptually to assign costs and pros/cons to allow the core team to agree on the preferred alignment to continue with through the design process.

From the creek southeast to Woodrail, the trail is anticipated to be on the northeast side of Forum Blvd. In this area, consideration will be given to using the current or a widened shoulder of Forum Blvd. as a temporary solution for the trail. A separate dedicated trail is preferred if funding allows and right-of-way allows. It is expected that no easements will be obtained for this area. The design will also include investigation of key areas to ensure that if a separate trail is used in this area that it accommodates future Forum Blvd. expansion.

Both prefabricated and custom-design bridge solutions will be considered as part of the project to help provide the best option to the City. This agreement includes the full structural design services of a three span prestressed concrete I-girder or welded steel plate girder bridge. If a prefabricated bridge solution is chosen, the superstructure final design tasks will not be performed.

Generally, the services provided in this scope of services include the topographical and boundary surveying to establish the existing conditions of the corridor, including underground utilities, to develop the base mapping, preliminary and final plans for the improvements, legal descriptions and tract maps for temporary or permanent easements for the project (assumed to be 9 tracts), bid items and quantities and engineer's estimate, and any special provisions required to be added to the City's existing standard technical specifications. In addition to the items listed, these services include meetings as noted with City staff, utility companies, as well as public meetings to engage the landowners along the corridor and assistance with obtaining permits, currently anticipated to be a Corps 404 Permit, Flood Plain Development Permit, Section 106 Clearance and Section 4(f) Clearance. Construction services include shop drawing review for the structural components and limited time for answering questions that arise during construction. At this time, contract administration and observation during construction are not included. The services are more specifically listed in the items below.

The City will be performing the tasks associated with the administration of the funds for the project, and will develop the project bid manual and technical specifications and handle the bidding and construction administration and observation for the project. The Consultant will only provide the list of bid items and quantities for insertion into the project bid manual, along with any non-standard technical specifications.

TASK 1 - DATA COLLECTION AND MAPPING SERVICES

- 1.1 Collect data and review information to be used in performing the project including the following: City aerial mapping, planimetrics, contours, property lines, utility information, existing plans, property owner names and addresses, and existing plats.
- 1.2 Perform research of existing deeds and easements in corridor at County Recorder's Office. Title company services are included as necessary for properties where easement will be necessary (assumes 9).
- 1.3 Perform horizontal and vertical control setting for the project surveying. Project control is anticipated to be set using GPS technology from MoDOT RTK network. Tie control to DNR monument.
- 1.4 Request ONE-CALL utility locates in the project corridor. Does not guarantee utilities accurately locate the utilities or even attempt to do so.
- 1.5 Conduct topographic survey to include existing infrastructure components, private property improvements in vicinity of project, utilities present and marked, and other topographic features. It is assumed that LiDAR scanning will be utilized for the paved and lightly vegetated areas around Forum Blvd.
- 1.6 Complete boundary survey recovery of existing pins and perform calculations to set existing property lines in the project area for base mapping and further easement preparation services (assumes 24 tracts).
- 1.7 Perform field visits to collect site information, including project photos.
- 1.8 Develop project base mapping from topographic and boundary survey information. Field check mapping. The base mapping may be done in two phases, so that only the items needed for the concept study are developed the first time and additional detail is added for areas around the chosen alignment during the preliminary plans stage.
- 1.9 Upon completion of base mapping, develop property owner letter notifying them of design field discussions that will take place by designers as they walk the corridor. City to mail out letter on City letterhead.

TASK 2 - CONCEPT DESIGN SERVICES

- 2.1 Request, develop agenda, and attend Project Kickoff Meeting. Develop project design criteria and review with City staff. Develop minutes of meeting.
- 2.2 Perform field design meeting with property owners and City staff while performing conceptual layout on base mapping during on-site visit.
- 2.3 Determine conceptual horizontal and vertical alignment for three options proposed by the City.
- 2.4 Conduct an initial public meeting (interested parties meeting) with property owners and stakeholders to let them know about the project and gain initial feedback from owners on the three options. Create a graphical display of the alignment options and project constraints.

- 2.5 Conduct conceptual hydraulic study to determine the hydraulic impacts of each option and size a bridge opening for each alignment. It is assumed that the project will utilize the current FEMA Flood Insurance Study's HEC-RAS model, and the flow rates in the Flood Insurance Study (FIS) will be utilized in the analysis. A drainage area will be developed to allow for a check of the hydrology and gain a comfort level with the FIS flows being used.
- 2.6 Conduct a conceptual bridge evaluation of structure types for the alignment alternatives to determine likely bridge type, size and location and evaluate costs.
- 2.7 Prepare cost estimates, pros/cons, and exhibits to evaluate the alignment alternatives.
- 2.8 Conduct a Core Team Meeting to discuss the results of the conceptual evaluation and decide on a preferred alignment to move forward with.
- 2.9 Assist with the public hearing. Create graphical displays to show the alignment options considered. It is assumed the City will create any other documents needed, and Consultant will not attend public hearing.

TASK 3 - PRELIMINARY DESIGN SERVICES

- 3.1 Develop preliminary horizontal and vertical alignment and more precise intersection/drive geometrics, sidewalks, and curb ramps.
- 3.2 Finalize hydraulic modeling of proposed alternative. Prepare "No Rise" Certificate, floodplain development permit and a hydraulics report to document proposed vs. existing hydraulic conditions.
- 3.3 Prepare request for soil borings and coordinate with geotechnical subconsultant, Terracon.
- 3.4 Conduct geotechnical investigations utilizing subconsultant, Terracon. The geotechnical investigation is expected to be limited to borings near the proposed substructure units, spill slope recommendations and foundation recommendations. We are assuming a total of four borings.
- 3.5 Perform storm drainage design including inlet placement, storm sewer sizing, and connections to existing drainage or natural systems as may be needed.
- 3.6 Develop Water Quality management practices, where practical. Assumes up to 2 infiltration practices along the corridor.
- 3.7 Create set of preliminary plans for project, utilizing AUTOCAD/Civil 3D, consisting of the following:
 - 3.7.1 Cover Sheet
 - 3.7.2 Typical Sections/Std Details
 - 3.7.3 Plan/Profile Sheets (assumes 8 sheets at 20 scale)
 - 3.7.4 Pipe Profiles and Drive Profiles
 - 3.7.5 Elevation Views and Typical Sections of Structure
 - 3.7.6 Cross Sections
- 3.8 Conduct 2 preliminary design review meetings with City staff during course of preliminary design.
- 3.9 Create a preliminary design construction cost estimate for budgetary purposes and to assist in decision making processes.
- 3.10 Submit 2 copies of the preliminary plans and cost estimates to the City for review.
- 3.11 Conduct a preliminary design coordination meeting with utility companies. Consultant to conduct utility coordination throughout the project.
- 3.12 Complete Section 404 form and required attachments and submit to the Corps of Engineers on behalf of the City.

- 3.13 Complete Section 106 form and required attachments and submit to State Historic Preservation Office on behalf of the City. Assumes a Phase 1 cultural evaluation is needed, which is anticipated to be performed by subconsultant Environmental Research Center.
- 3.14 Complete Section 4(f) form and required attachments and submit to MoDOT on behalf of the City. Assumes no further documentation or coordination will be necessary to obtain clearance.
- 3.15 Coordinate with MoDOT throughout the preliminary design submitting required LPA forms and a review set of plans and estimate.

TASK 4 - RIGHT-OF-WAY SERVICES

- 4.1 Prepare and submit right-of-way plans to MoDOT and the City.
- 4.2 Develop legal descriptions and tract maps for easements for up to 9 tracts. It is assumed that the City will setup negotiator's reports, deeds, right-of-way documents and payment waiver letters to comply with LPA procedures.
- 4.3 Assist with easement and right-of-way acquisition by staking easements or attending meetings (Assumes up to 3 requests).

TASK 5 - FINAL DESIGN SERVICES

- 5.1 Structural design and design check of bridge. Anticipated to be a three span prestressed concrete I-girder or welded steel plate girder bridge.
- 5.2 Develop final bridge plans.
- 5.3 Develop final plans, utilizing AUTOCAD/Civil 3D, based on review comments from City staff regarding preliminary plans. Final plans are anticipated to consist of the following:
 - 5.3.1 Cover Sheet
 - 5.3.2 Typical Sections/Std Details
 - 5.3.3 Horizontal and Vertical Control Point Sheet
 - 5.3.4 Plan/Profile Sheets (assumes 8 sheets at 20 scale)
 - 5.3.5 Pipe Profiles and Drive Profiles
 - 5.3.6 Drainage Area Map and Drainage Calculation Sheet
 - 5.3.7 Erosion and Sediment Control Sheet
 - 5.3.8 Water Quality Management Plan Sheets
 - 5.3.9 Traffic Control Plans
 - 5.3.10 Cross Sections
- 5.4 Compute final quantities, develop bid form and prepare Engineer's Estimate for project. Submit to City in digital format.
- Develop technical special provisions/specifications to be inserted into the City's Project Manual and Technical Specifications for bidding. Submit to City in digital format.
- 5.6 Submit 2 copies of the final plans, bid forms and Engineer's Estimates to the City for review.
- 5.7 Conduct 1 final design review meetings with City staff during course of final design.
- 5.8 Coordinate with MoDOT throughout the final design submitting required LPA forms and review set of plans, job special provisions, project bid manual and estimate.
- 5.9 Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff and MoDOT comments.
- 5.10 Conduct a final design coordination meeting with utility companies.

TASK 6 - BIDDING AND CONSTRUCTION PHASE

- 6.1 Participate in the Pre-Bid meeting for the construction project. City staff to conduct meeting and prepare necessary minutes.
- 6.2 Address questions during bidding phase regarding clarity of the plans, intent of the design and available information used in the design of the construction project. Assumes phone calls and e-mail documentation for 4 calls.
- 6.3 Develop contract addenda (assumes 2) based on contractor questions/clarification.
- 6.4 Participate in the Pre-Construction Conference for the construction project. City staff to conduct meeting and prepare necessary minutes.
- 6.5 Review shop drawings for structural components. Assumes reviews to be limited to girder fabrication, railings, bearing pads, reinforcing steel, piling, material certifications and concrete mix design.
- 6.6 Assist City with contractor questions during construction. Assumes 6 phone inquiries with follow-up email clarifications.

TASK 7 - PROJECT MANAGEMENT AND COORDINATION

- 7.1 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis during the course of the project.
- 7.2 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.
- 7.3 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
- 7.4 Perform a field check of proposed construction improvements.

ATTACHMENT B

ENGINEERING FEE ESTIMATE - BARTLETT & WEST CONCEPT STUDY, PRELIMINARY & FINAL PLANS - ROADWAY & BRIDGE FORUM BOULEVARD TRAIL AND BRIDGE CITY OF COLUMBIA, MO

Labor: A Engineer VII 3 @ \$ \$1.57 \$ \$1.54.71	TASK 1 – I	DATA	COLLECTION ANI	MAPPI	NG	SEI	RVICE	S						
C Engineer II 11 @ \$ 29.65 \$ 3.36.15	Labor:	Α	Engineer VIII	3	@	\$	51.57		\$	154.71				
C Engineer II 11 @ \$ 29.65 \$ 3.36.15				0	<u>@</u>	\$	42.55			_				
D Surveyor VI 140 @ \$ 35.46 \$ \$ 4.984.40			Q							326 15				
E Survey Technician 124 @ \$ 14.83			o a											
F														
Continue														
Sub-Total Labor Overhead on Direct Labor @ 172.13% SUBTOTAL														
Overhead on Direct Labor @ SUBTOTAL TOTAL Task 1 \$ 26,761		Ū	, tarrinocator i	•	٠	Ψ								
TASK 2 - CONCEPT DESIGN SERVICES Service Substitution Subs			Sub-Total Labor	391					\$	9,833.78	\$			
TASK 2 - CONCEPT DESIGN SERVICES Labor:			Overhead on Direct Labor @	172.13%										
TASK 2 − CONCEPT DESIGN SERVICES Labor: A Engineer VII				SUBTOTAL							\$	26,761		
Labor: A Engineer VIII 31 @ \$ 51.57 \$ 1.598.67 B Engineer VI 6 @ \$ 42.55 \$ 255.30 S 1.598.67 B Engineer VI 1 6 @ \$ 29.65 \$ 3.142.90 S 1.498 S									TOTA	AL Task 1			\$	26,761
Labor: A Engineer VIII 31 @ \$ 51.57 \$ 1.598.67 B Engineer VI 6 @ \$ 42.55 \$ 255.30 S 1.598.67 B Engineer VI 1 6 @ \$ 29.65 \$ 3.142.90 S 1.498 S	TACKO	CONC	PEDT DECICAL CED	VICEC			e neg i tij							
B														
C	Labor:			31	@									
D Surveyor VI			J .	6	@									
E Survey Technician II 0 @ \$ 14.83 \$ -					@					3,142.90				
F					@					-				
Sub-Total Labor 173				0										
Sub-Total Labor 173				30	@	\$				676.80				
Coverhead on Direct Labor @ SUBTOTAL SUB		G	Administrator II	0	@	\$	22.88		\$	-				
Coverhead on Direct Labor @ SUBTOTAL SUB			0 5 7 6 15 15	470					•	E 070 07	•	5.074		
SUBTOTAL TOTAL Task 2 \$ 15,440									Þ	5,673.67				
TASK 3 - PRELIMINARY DESIGN SERVICES Labor: A Engineer VII 31 @ \$ 51.57 \$ 1.598.67 B Engineer VII 28 @ \$ 42.55 \$ 1.191.40 C Engineer II 169 @ \$ 29.65 \$ 5.010.85 D Surveyor VI 4 @ \$ 35.46 \$ 141.84 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 140 @ \$ 22.56 \$ 3.158.40 G Administrator II 6 @ \$ 22.88 \$ 137.28 Sub-Total Labor Overhead on Direct Labor @ 172.13% B Engineer VII 4 @ \$ 51.57 \$ 206.28 B Engineer VII 4 @ \$ 51.57 \$ 206.28 B Engineer VII 4 @ \$ 51.57 \$ 206.28 B Engineer VII 4 @ \$ 51.57 \$ 206.28 C Engineer II 12 @ \$ 29.65 \$ 355.80 D Surveyor VI 20 @ \$ 35.46 \$ 709.20 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.88 \$ 22.88 Sub-Total Labor O \$ 37.88 F Engineer VII 1 1 0 \$ 22.88 \$ 22.88 Sub-Total Labor O \$ 3.54.6 \$ 709.20 E Survey Technician II 1 0 \$ 22.88 \$ 22.88 Sub-Total Labor O \$ 36.00 \$ 22.88 \$ 22.88 Sub-Total Labor O \$ 37.72.13% Sub-Total Labor O \$ 17.2.13% Sub-Total Labor O \$ 17.2.13% Sub-Total Labor O \$ 3.3.626 \$ 5.732			Overhead on Direct Labor @											
TASK 3 - PRELIMINARY DESIGN SERVICES Labor: A Engineer VIII 31 @ \$ 51.57 \$ 1.598.67 B Engineer VII 28 @ \$ 42.55 \$ 1.191.40 C Engineer II 169 @ \$ 29.65 \$ 5,010.85 D Surveyor VI 4 @ \$ 35.46 \$ 141.84 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 140 @ \$ 22.56 \$ 3,158.40 G Administrator II 6 @ \$ 22.88 \$ 137.28 Sub-Total Labor 378 Overhead on Direct Labor @ 172.13% SUBTOTAL TASK 4 - RIGHT-OF-WAY SERVICES Labor: A Engineer VII 4 @ \$ 51.57 \$ 206.28 B Engineer VI 0 @ \$ 42.55 \$ - C Engineer II 12 @ \$ 29.65 \$ 355.80 D Surveyor VI 20 @ \$ 35.46 \$ 709.20 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.88 \$ 22.88 Sub-Total Labor 0 \$ 35.46 \$ 709.20 E Survey Technician II 0 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.56 \$ 812.16 G Administrator II 1 @ \$ 22.88 \$ 22.88 Sub-Total Labor 0 \$ 172.13% Sub-Total Labor 0 \$ 3.626 \$ 5.732				SUBTOTAL					TOT	N. TI. O	Ъ	15,440	œ.	45 440
Labor: A Engineer VIII 31 @ \$ 51.57 \$ 1,598.67 B Engineer VI 28 @ \$ 42.55 \$ 1,191.40 C Engineer II 169 @ \$ 29.65 \$ 5,010.85 D Surveyor VI 4 @ \$ 35.46 \$ 141.84 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 140 @ \$ 22.56 \$ 3,158.40 G Administrator II 6 @ \$ 22.88 \$ 137.28 Sub-Total Labor @ 378 Overhead on Direct Labor @ 172.13% SUBTOTAL TASK 4 - RIGHT-OF-WAY SERVICES Labor: A Engineer VIII 4 @ \$ 51.57 \$ 206.28 B Engineer VII 0 @ \$ 42.55 \$ - C Engineer II 12 @ \$ 29.65 \$ 335.80 D Surveyor VI 20 @ \$ 35.46 \$ 709.20 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.56 \$ 812.16 G Administrator II 1 @ \$ 22.88 \$ 22.88 Sub-Total Labor									1017	AL Task 2			Þ	15,440
B	TASK 3 - I	PREL	IMINARY DESIGN	SERVICI	ES									
B	Labor:	Α	Engineer VIII	31	@	\$	51.57		\$	1,598.67				
C Engineer		В	Engineer VI	28	@		42.55		\$	1,191.40				
E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 140 @ \$ 22.56 \$ 3,158.40 G Administrator II 6 @ \$ 22.88 \$ 137.28 \$ 11,238.44 \$ 11,238 \$ 19,345 \$ 19,345 \$ 30,583 \$ 30,583 \$ TOTAL Task 3 \$ 30,583 \$ 3		С	Engineer II			\$	29.65		\$	5,010.85				
E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 140 @ \$ 22.56 \$ 3,158.40 G Administrator II 6 @ \$ 22.88 \$ 137.28 \$ 11,238.44 \$ 11,238 \$ 19,345 \$ 30,583 \$ TOTAL Task 3 \$ 30,583 \$ 30,583 \$ 30,583 \$		D	Surveyor VI	4	@	\$	35.46		\$	141.84				
F		E	Survey Technician II	0			14.83		\$	-				
Sub-Total Labor		F	Engineering Tech IV	140			22.56		\$	3,158.40				
TASK 4 - RIGHT-OF-WAY SERVICES Substituting 172.13% SUBTOTAL Substituting 172.13% SUBTOTAL Substituting 172.13% Substitutin		G	Administrator II	6	@	\$	22.88		\$	137.28				
TASK 4 - RIGHT-OF-WAY SERVICES Substituting 172.13% SUBTOTAL Substituting 172.13% SUBTOTAL Substituting 172.13% Substitutin			Out Tabell at an	070					•	44 000 44	æ	44 000		
SUBTOTAL TOTAL Task 3 \$ 30,583 TASK 4 — RIGHT-OF-WAY SERVICES Labor: A Engineer VIII									Φ	11,230.44				
TASK 4 — RIGHT-OF-WAY SERVICES Labor: A Engineer VIII			Overnead on Direct Labor @										•	
TASK 4 — RIGHT-OF-WAY SERVICES Labor: A Engineer VIII				SOBIOTAL					TOTA	Al Task 3	Ψ	00,000	\$	30.583
Labor: A Engineer VIII									1017	KE TOOK O			•	00,000
Labor: A Engineer VIII	TASK 4 - I	RIGH	T-OF-WAY SERVIC	ES										
B Engineer VI 0 @ \$ 42.55 \$ - C Engineer II 12 @ \$ 29.65 \$ 355.80 D Surveyor VI 20 @ \$ 35.46 \$ 709.20 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.56 \$ 812.16 G Administrator II 1 @ \$ 22.88 \$ 22.88 Sub-Total Labor Overhead on Direct Labor @ 172.13% SUBTOTAL \$ 3,626 \$ 5,732					@	\$	51.57		\$	206.28				
C Engineer II 12 @ \$ 29.65 \$ 355.80 D Surveyor VI 20 @ \$ 35.46 \$ 709.20 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.56 \$ 812.16 G Administrator II 1 @ \$ 22.88 \$ 22.88 S 22					@	Š				-				
D Surveyor VI 20 @ \$ 35.46 \$ 709.20 E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.56 \$ 812.16 G Administrator II 1 @ \$ 22.88 \$ 22.88 \$ 22.88 \$ Sub-Total Labor Overhead on Direct Labor @ 172.13% SUBTOTAL \$ 1,06.32 \$ 2,106 \$ 3,626 \$ 5,732					@					355.80				
E Survey Technician II 0 @ \$ 14.83 \$ - F Engineering Tech IV 36 @ \$ 22.56 \$ 812.16 G Administrator II 1 @ \$ 22.88 \$ 22														
F Engineering Tech IV 36 @ \$ 22.56 \$ 812.16 \$ 22.88 \$		_								-				
G Administrator II 1 @ \$ 22.88 \$ 22.88 Sub-Total Labor 73 \$ 2,106.32 \$ 2,106 Overhead on Direct Labor @ 172.13% SUBTOTAL \$ 5,732										812.16				
Sub-Total Labor 73 \$ 2,106.32 \$ 2,106 Overhead on Direct Labor @ SUBTOTAL 172.13% \$ 3,626 \$ 5,732 \$ 5,732														
Overhead on Direct Labor @ SUBTOTAL \$ 3,626 \$ 5,732		-		•	۳	•			•					
Overhead on Direct Labor @ SUBTOTAL 172.13% \$ 3,626 \$ 5,732			Sub-Total Labor	73					\$	2,106.32	\$	2,106		
SUBTOTAL \$ 5,732				172.13%								3,626		
TOTAL Task 4 \$ 5,732			9								\$	5,732	-	
									TOTA	AL Task 4			\$	5,732

Fig. 136.4.1 Contract

ENGINEERING FEE ESTIMATE - BARTLETT & WEST CONCEPT STUDY, PRELIMINARY & FINAL PLANS - ROADWAY & BRIDGE FORUM BOULEVARD TRAIL AND BRIDGE

TACK	- FINIA	FORUM		7/11				DGE		
		L DESIGN SERVICE						0.004.04		
Labor:	A B	Engineer VIII		@ \$ @ \$	51.57 42.55		\$	2,681.64 6,637.80		
	Č	Engineer VI Engineer II	156 312		29.65		\$ \$	9,250.80		
	Ď	Surveyor VI		@ \$	35.46		\$	35.46		
	Ē	Survey Technician II	0	@ \$	14.83		\$	-		
	F	Engineering Tech IV	284		22.56		\$	6,407.04		
	G	Administrator II	3	1 \$	22.88		\$	68.64		
		Cort Tatalliahaa	000				\$	25 004 20	6 25.004	
		Sub-Total Labor Overhead on Direct Labor @	808 172.13%				Þ	25,081.38	\$ 25,081 \$ 43,173	
			SUBTOTAL					•	\$ 68,254	
							TOT	AL Task 5		\$ 68,254
	e – BIDD	ING AND CONSTRU			A 141 ARTHUR DE SE					
Labor:	A	Engineer VIII		@ \$	51.57		\$	721.98		
	В	Engineer VI		@ \$	42.55		\$	595.70		
	C D	Engineer II Surveyor VI	46	@ \$ @ \$	29.65 35.46		\$ \$	1,363.90		
	Ē	Survey Technician II	0	@ \$	14.83		\$	_		
	F	Engineering Tech IV	ō	@ \$	22.56		\$	-		
	G	Administrator II	10		22.88		\$	228.80		
		Sub-Total Labor	84				\$	2.910.38	\$ 2,910	
		Overhead on Direct Labor @	172.13%				Ψ	2,010.00	\$ 5,010	
			TOTAL					•	\$ 7,920	
							TOT	AL Task 6		\$ 7,920
=						ION				
	7 – PRO	JECT MANAGEMEN				ION				
Labor:	A	Engineer VIII		@ \$	51.57		\$	2,681.64		
	B C	Engineer VI Engineer II	8	_	42.55		\$	340.40 177.90		
	D	Surveyor VI	6 0	@ \$	29.65 35.46		\$ \$	177.90		
	Ē	Survey Technician II	0	@ \$	14.83		\$	-		
	F	Engineering Tech IV	ō	@ \$	22.56		\$	-		
	G	Administrator II	0	@ \$	22.88		\$	-		
		Sub-Total Labor	66				\$	3,199.94	\$ 3,200	
		Overhead on Direct Labor @	172.13%				Ψ	0,100.01	\$ 5,508	
			TOTAL					•	\$ 8,708	
							тот	AL Task 7		\$ 8,708
		Total Manhou	rs 1973			Salary Co	osts p	us Overhead		\$ 163,397
EXPEN	ISES									
	Survey Crev									
	Mileag		1250	@ \$	0.565		\$	706.25		
	Meals		30	@ \$	10.00		\$	300.00		
		Equipment - Two-Man Crew	74	@ \$	25.00		\$	1,850.00		
		Scanning Equipment (per day)	3	@ \$	1,500.00		\$	4,500.00		
	Survey	Materials (stakes, rebar, etc)	3 1	@ \$ @ \$	300.00		\$ \$	300.00		
	Survey Title C		3 1	@ \$			\$			
	Survey Title Co Design	Materials (stakes, rebar, etc) ompany Services	3 1 9	@ \$ @ \$ @ \$	300.00 250.00		\$ \$ \$	300.00		
	Survey Title Co Design Mileag	Materials (stakes, rebar, etc) ompany Services	3 1 9 1000	@ \$ @ \$	300.00		\$ \$	300.00 2,250.00		
	Survey Title Co Design Mileag CADD	Materials (stakes, rebar, etc) ompany Services	3 1 9 1000 600 1	\$	300.00 250.00 0.565 7.00 1,000.00		\$ \$ \$	300.00 2,250.00 565.00 4,200.00 1,000.00		
	Survey Title Co Design Mileag CADD Printing Postag	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery	3 1 9 1000 600 1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 250.00 0.565 7.00		\$ \$ \$ \$	300.00 2,250.00 565.00 4,200.00		
	Survey Title Co Design Mileag CADD Printing Postag Sub-consult	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant	3 1 9 1000 600 1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00		\$ \$ \$ \$ \$ \$ \$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00		
	Survey Title Co Design Mileag CADD Printing Postag Sub-consults Terrace	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant on Consultants, Inc. (geotech)	3 1 9 1000 600 1 1	\$\$\$\$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00		\$ \$ \$ \$ \$ \$ \$ \$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00		
	Survey Title Co Design Mileag CADD Printing Postag Sub-consults Terrace	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant	3 1 9 1000 600 1 1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00		\$ \$ \$ \$ \$ \$ \$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00		
	Survey Title Co Design Mileag CADD Printing Postag Sub-consults Terrace	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant on Consultants, Inc. (geotech)	3 1 9 1000 600 1 1	\$\$\$\$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00	TOTAL	\$ \$ \$ \$ \$ \$ \$ \$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00		
	Survey Title Co Design Mileag CADD Printing Postag Sub-consults Terrace	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant on Consultants, Inc. (geotech)	3 1 9 1000 600 1 1	\$\$\$\$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00	TOTAL	\$\$\$\$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00 10,000.00 3,000.00	OTAL EXPENSES	\$ 28,771
	Survey Title C Design Mileag CADD Printin Postag Sub-consult Terrac Enviror	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant on Consultants, Inc. (geotech) n. Res. Center of MO, Inc. (cult.)	3 1 9 1000 600 1 1	\$\$\$\$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00 10,000.00 3,000.00		\$\$\$\$ \$\$\$\$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00 10,000.00 3,000.00	TAL EXPENSES	\$ 28,771
FIXED	Survey Title C Design Mileag CADD Printin Postag Sub-consult Terrac Enviror	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant on Consultants, Inc. (geotech)	3 1 9 1000 600 1 1	\$\$\$\$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00 10,000.00 3,000.00	TOTAL	\$\$\$\$ \$\$\$\$\$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00 10,000.00 3,000.00	TAL EXPENSES	
FIXED	Survey Title C Design Mileag CADD Printin Postag Sub-consult Terrac Enviror	Materials (stakes, rebar, etc) company Services e Software g and Plotting le & Delivery ant on Consultants, Inc. (geotech) n. Res. Center of MO, Inc. (cult.)	3 1 9 1000 600 1 1	\$\$\$\$ \$	300.00 250.00 0.565 7.00 1,000.00 100.00 10,000.00 3,000.00		\$\$\$\$ \$\$\$\$\$	300.00 2,250.00 565.00 4,200.00 1,000.00 100.00 10,000.00 3,000.00	TAL EXPENSES	\$ 28,771 22,876

Fig. 136.4.1 Contract

TOTAL COST FOR ALL SERVICES

215,044

	ENGINEERING FEE ESTIMATE - BARTLETT & WEST									
CONCE	PT STUDY, PRELIMINARY & FINAL PLANS - ROADWAY & BRIDGE		Bartle	ett &	West	Pers	onne	el		
	FORUM BOULEVARD TRAIL AND BRIDGE									
	CITY OF COLUMBIA, MO	E-VIII	E-VI	E-II	S-VI	ST-II	ET-IV	Admin		Total
	off of occument, mo	A	В	С	D	E	F	G		Hours
	A COLUENTIAL AND MARRING OFFICERS		<u> </u>							
	A COLLECTION AND MAPPING SERVICES	1	-	4	2	-		1		8
1.1	Collect data and review data from the City. Perform research at County Recorder's Office. Title company services are included as necessary (assumes 9).	1		2	6	12		<u>'</u>	T	21
1.3	Perform horizontal and vertical control setting for the project surveying.			<u></u>	12	12			Ħ	24
1.4	Request ONE-CALL utility locates in the project corridor. Does not guarantee utilities accurately locate the utilities.						2			2
1,5	Conduct topo survey to include existing infrastructure and improvements in vicinity of project, utilities, and other features.				72	40	30			142
1.6	Complete boundary survey recovery and perform calculations to set existing property lines (assumes 24 tracts).	<u> </u>			40	20			\vdash	60
1.7	Perform field visits to collect site information, including project photos.			4					-	4
1.8	Develop project base mapping from topographic and boundary survey information. Field check mapping.		ļ <u>.</u>	<u> </u>	8	40	80		\vdash	128
1.9	Develop property owner letter notifying them of design field discussions. City to mail out letter on City letterhead.	1		1	440	124	112	1		2 391
TACK 2 COL	Subtotal Task 1	3	0	11	140	124	112	<u> </u>		391
2.1	Project Kickoff Meeting. Develop project design criteria and review with City staff. Develop minutes of meeting.	3		4		<u> </u>				7
2.2	Perform field design meeting with property owners and City staff.	8		8						16
2.3	Determine conceptual horizontal and vertical alignment for three options proposed by the City.	1		16			8			25
2.4	Conduct an initial public meeting. Create a graphical display.	3	2	4			6			15
2.5	Conduct conceptual hydraulic study to analyze alignment options.	8		40			ļ			48
2.6	Conduct a conceputal bridge evaluation for the alignment alternatives.	2	4	16		<u> </u>	4			26
2.7	Prepare cost estimates, pros/cons, and exhibits to evaluate the alignment alternatives.	2		12		-	8	<u> </u>	\square	22
2.8	Conduct a Core Team Meeting	3	-	4					\vdash	7
2.9	Assist with the public hearing.	1		2			4	<u> </u>		1
	Subtotal Task 2	31	6	106	0	0	30	0		173
TASK 3 - PRE	LIMINARY DESIGN SERVICES	ļ				ļ		ļ		
3.1	Develop preliminary horizontal and vertical alignments and precise intersection/drive geometrics, sidewalks, and ramps.	1		16			8	-		25
3.2	Finalize hydraulic modeling of proposed alternative and prepare report and "No-Rise" Certificate and FP Dev. Permit.	2		24				-	Н	26
3.3	Prepare request for soil borings and coordinate with geotechnical subconsultant. Terracon.	1		4	<u> </u>			1	\vdash	<u>5</u> 9
3.4	Conduct geotechnical investigations utilizing subconsultant, Terracon.	1		20	4		8	1		29
3.5	Perform storm drainage design. Inlet placement, spread calculations, pipe sizing calculations, profile development.	2	24	12		-	8			46
3.7	Develop Water Quality management practices, where practical. Assumes up to 2 infiltration practices along the corridor. Create set of preliminary plans for project, utilizing AUTOCAD/Civil 3D, consisting of the following:		24	12	 	<u> </u>				0
3.7	3.7.1 Cover Sheet			1	.		4		Ħ	5
	3.7.2 Typical Sections/Std Details			2			8			10
	3.7.3 Plan/Profile Sheets (assumes 8 sheets at 20 scale)	2		16			40			58
	3.7.4 Pipe Profiles and Drive Profiles	1		8			24			33
	3.7.5 Elevation Views and Typical Sections of Structure		ļ	4	<u> </u>		16_	<u> </u>	Ш	20
	3.7.6 Cross Sections	2		16	<u> </u>	_	8		Н	26
3.8	Conduct 2 preliminary design review meetings with City staff during course of preliminary design.	6		8			-	ļ <u></u> -	\vdash	14
3.9	Create a preliminary design construction cost estimate for budgetary purposes.	1		8	 		2	 	H	11 6
3.10	Submit 2 copies of the preliminary plans and cost estimates to the City for review.	4		6	-		2	1	\vdash	10
3.11	Conduct a preliminary design coordination meeting with utility companies. Complete Section 404 form and required attachments and submit to the Corps of Engineers on behalf of the City.	4		4	-		4	1	H	9
3.13	Complete Section 106 form submit to State Historic Preservation Office on behalf of the City. ERC as subconsultant.	1	<u> </u>	2		 	4	1		8
3.14	Complete Section 4(f) form and required attachments and submit to MoDOT on behalf of the County.	1		4	1		4	1	П	10
3.15	Coordinate with MoDOT throughout the prelim. design submitting required LPA forms and set of plans and estimate.	4	4	8				2		18
	Cubtatal Task 2	24	20	460	4	0	140	6	\vdash	378
TASK 4 - PIG	Subtotal Task 3	31	28	169	4	<u>"</u>	140	-	+	310
4.1	Prepare and submit right-of-way plans to MoDOT and the City.	1		4	4		20	1	\vdash	30
4.2	Develop legal descriptions and tract maps for easements for up to 9 tracts.	1		2	10		16			29
4.3	Assist with easement and right-of-way acquisition by staking limits or attending meetings (Assumes up to 3 requests).	2		6	6					14
		4	_	12	20	0	36	1	0	73
TACKE EIN	Subtotal Task 4 AL DESIGN SERVICES	4	0	12	20	-	30	+'-		73
5.1	Structural design of bridge.	ļ	+			†	 	 	\forall	
1	Sign slab-on-girder		4	8			1		\Box	12
	sign girders incl shear checks, diaph checks, shear connector checks, etc, as applicable	4	24	40				·		68
	sign camber, haunching, beam seats, geometry	1	8	12						21
	sign bearings		2	4						6
	sign slab drain & considerations		2	2						4
	sign end bents	2	8	12					\Box	22
	sign intermediate bent(s)	4	16	24					\Box	44
5.2	Develop final bridge plans.							1	Ш	
De	velop general elev & plan sheet	1	2	2			12		\Box	17
De	velop general notes & quantities sheet	2	12	12	ļ	ļ .	4	-	\vdash	30
	velop boring data sheet		1	1	 	<u> </u>	4	-	\vdash	6
į De	velop end bent details sheet	2	8	12	+	-	24	+	\vdash	46
	velop vertical drain at end bent (if applicable)		. 1	1	1	1	1 1	1	1 1	3

Fig. 136.4.1 Contract

ONCEPT STUDY, PRELIMINARY & FINAL PLANS - ROADWAY & BRIDGE	"	Bartie	ett &	West	Pers	onne	al .	\perp
FORUM BOULEVARD TRAIL AND BRIDGE								
CITY OF COLUMBIA, MO	E-VIII	E-VI	E-II	S-VI	ST-II	ET-IV	Admin	То
	Α	В	C	D	E	F	G	Ho
D. de de la constitución de la c	2	8	12			24		
Develop intermediate bent details sheets	-	1	1	1		4		
Develop bearing details	1	4	8	+		16	† †	1 2
Develop girder plan & elevations views	+ '-	2	2			4		-
Develop diaphragm details sheet	1	2	4			4		<u> </u>
Develop camber, haunching, bottom of slab elev's sheet	 	1	1	1		1		
Develop p/c p/s panel sheet (if applicable)	1	4	8			16		
Develop slab section & slab plan sheets	+ '-	1	2			4		+
Develop slab drain/drainage detail sheets		2	2	+		4	 	
Develop safety barrier curb details sheets (span. end bent, slip-form)		2	2			4		_+
Develop bridge approach slab sheet	4	16	24			8		
Develop bar bill sheets	4-	10	1			2		
Develop as-built pile data sheet and/ drilled shaft data sheet			- 1	-		-		
5.3 Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:		-			-	_		+
5.3.1 Cover Sheet	 		1	-	-	2	 	
5.3.2 Typical Sections/Std Details	 	-	1	 	 	2		+
5.3.3 Horizontal and Vertical Control Points Sheet			1	1	 	4		+
5.3.4 Plan/Profile Sheets (assumes 8 sheets at 20 scale)	2		12	ļ <u>-</u>	 	32	 	
5.3.5 Pipe Profiles and Drive Profiles			6	 	<u> </u>	12		
5.3.6 Drainage Area Map and Drainage Calculation Sheet	1		2		-	-	+	_
5.3.7 Erosion and Sediment Control Sheet	1		4			6	+-+	
5.3.8 Water Quality Management Plan Sheets	2	12	4			24	 +	
5.3.9 Traffic Control Plans	2	-	16		-	24		-
5.3.10 Cross Sections	1		12			8		
5.4 Compute final quantities, develop bid form and prepare Engineer's Estimate for project. Submit to City in digital format.	1	4	8		ļ .	8	+-+	
5.5 Develop special specifications to be inserted into the City's Project Manual and Technical Specifications for bidding.	1	4	8			ļ		
5.6 Submit 2 copies of the final plans, bid forms and Engineer's Estimates to the City for review.	1		2		ļ <u>.</u>	2	1	
5.7 Conduct 2 final design review meetings with City staff during course of final design.	6		8	-	ļ <u>.</u>			
5.8 Coordinate with MoDOT throughout the final design submitting required LPA forms and review set of documents.	4	4	8				1	
5.9 Make final changes based on City staff and MoDOT comments.	2		16	<u> </u>		24	1	
5.10 Conduct a final design coordination meeting with utility companies.	4		6			 	\perp	
Subtotal Task 5	52	156	312	1_	0	284	3	8
6 - BIDDING AND CONSTRUCTION PHASE	1			ļ		-		+
6.1 Participate in the Pre-Bid meeting for the construction project. City staff to conduct meeting and prepare minutes.	3		3				++	
6.2 Address questions during bidding phase regarding clarity of the plans. Assumes e-mail documentation for 4 calls.	2		4		ļ .	<u> </u>		-
6.3 Develop contact addenda (assumes 2) based on contractor questions/clarification.	2	2	8				2	
6.4 Participate in the Pre-Construction Conference for the construction project. City staff to conduct and prepare minutes.	3		3		ļ <u>.</u>	-		
6.5 Review shop drawings for structural components.	2	8	16				8	
6.6 Assist City with contractor questions . Assumes 6 phone inquiries with follow-up email clarification.	2	4	12	ļ			+	
Subtotal Task 6	14	14	46	0	0	0	10	
7 - PROJECT MANAGEMENT AND COORDINATION	_	1	-			1	 	\perp
7.1 General communication with City.	18	-	1		1	1		
7.2 Perform duties necessary for administration of project contract and subconsultant contracts.	12	1	-		 	1	+	
7.3 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review at each stage.	16	8	-	 		1	+	-
7.4 Perform a field check of proposed construction improvements.	6		6	 	-	-	 +	
Subtotal Task 7	52	8	6	0	0	0	0	

Fig. 136.4.1 Contract Revised 1/3.113



2013 SCHEDULE OF HOURLY CHARGES

		Direct	General		2013
	Hourly		Overhead	Fixed Fee	B&W
Staff Type	Rate	58.17%	113.96%	14%	Rates
Engineer XI/Landscape Arch XI	62.86	36.57	71.64	23.95	195.02
Engineer X/Landscape Arch X	59.63	34.69	67.95	22.72	184.99
Engineer IX/Landscape Arch IX	56.41	32.81	64.28	21.49	174.99
Engineer VIII/Landscape Arch VIII	51.57	30.00	58.77	19.65	159.99
Engineer VII/Landscape Arch VII	46.74	27.19	53.26	17.81	145.00
EngineerVI/Landscape Arch VI	42.55	24.75	48.49	16.21	132.00
Engineer V/Landscape Arch V	39.33	22.88	44.82	14.98	122.01
Engineer IV/Landscape Arch IV	36.10	21.00	41.14	13.75	111.99
Engineer III/Landscape Arch III	32.88	19.13	37.47	12.53	102.01
Engineer II/ Landscape Arch II	29.65	17.25	33.79	11.30	91.99
Engineer I/Landscape Arch I	26.43	15.37	30.12	10.07	81.99
·					
Engineering Technician XI	49.96	29.06	56.93	19.03	154.98
Engineering Technician X	43.51	25.31	49.58	16.58	134.98
Engineering Technician IX	38.68	22.50	44.08	14.74	120.00
Engineering Technician VIII	32.88	19.13	37.47	12.53	102.01
Engineering Technician VII	30.62	17.81	34.89	11.66	94.98
Engineering Technician VI	28.37	16.50	32.33	10.81	88.01
Engineering Technician V	25.46	14.81	29.01	9.70	78.98
Engineering Technician IV	22.56	13.12	25.71	8.59	69.98
Engineering Technician III	19.98	11.62	22.77	7.61	61.98
Engineering Technician II	18.05	10.50	20.57	6.88	56.00
Engineering Technician I	16.44	9.56	18.74	6.26	51.00
Engineering resimilari	10.11	0.00	70.1	0.20	000
Surveyor VIII	41.26	24.00	47.02	15.72	128.00
Surveyor VII	38.68	22.50	44.08	14.74	120.00
Surveyor VI	35.46	20.63	40.41	13.51	110.01
Surveyor V	32.23	18.75	36.73	12.28	99.99
Surveyor IV	29.65	17.25	33.79	11.30	91.99
Surveyor III	26.43	15.37	30.12	10.07	81.99
Surveyor II	23.21	13.50	26.45	8.84	72.00
Surveyor I	19.98	11.62	22.77	7.61	61.98
,					
Survey Technician VI	25.46	14.81	29.01	9.70	78.98
Survey Technician V	22.24	12.94	25.34	8.47	68.99
Survey Technician IV	19.02	11.06	21.68	7.25	59.01
Survey Technician III	16.44	9.56	18.74	6.26	51.00
Survey Technician II	14.83	8.63	16.90	5.65	46.01
Survey Technician I	12.90	7.50	14.70	4.91	40.01
•					
Field Representative X	40.61	23.62	46.28	15.47	125.98
•					

Fig. 136.4.1 Contract Revised 1/31/13



2013 SCHEDULE OF HOURLY CHARGES

		Direct	General		2013
Chaff Tuna	Hourly	Overhead 58.17%	Overhead 113.96%	Fixed Fee 14%	B&W Rates
Staff Type Field Representative IX	Rate 38.03	22.12	43.34	14.49	117.98
Field Representative VIII	33.85	19.69	38.58	12.90	105.02
Field Representative VIII	30.62	17.81	34.89	11.66	94.98
Field Representative VI	27.40	15.94	31.23	10.44	85.01
Field Representative V	24.50	14.25	27.92	9.33	76.00
Field Representative IV	21.92	12.75	24.98	8.35	68.00
Field Representative III	19.66	11.44	22.40	7.49	60.99
Field Representative III	17.73	10.31	20.21	6.76	55.01
Field Representative I	15.79	9.19	17.99	6.02	48.99
GIS Coordinator VII	62.86	36.57	71.64	23.95	195.02
GIS Coordinator VI	56.41	32.81	64.28	21.49	174.99
GIS Coordinator V	53.19	30.94	60.62	20.27	165.02
GIS Coordinator IV	48.35	28.13	55.10	18.42	150.00
GIS Coordinator III	43.52	25.32	49.60	16.58	135.02
GIS Coordinator II	38.68	22.50	44.08	14.74	120.00
GIS Coordinator I	35.46	20.63	40.41	13.51	110.01
GIS Developer/DBA V	48.35	28.13	55.10	18.42	150.00
GIS Developer/DBA IV	43.52	25.32	49.60	16.58	135.02
GIS Developer/DBA III	38.68	22.50	44.08	14.74	120.00
GIS Developer/DBA III	35.46	20.63	40.41	13.51	110.01
GIS Developer/DBA I	33.85	19.69	38.58	12.90	105.02
GIS Analyst V	38.68	22.50	44.08	14.74	120.00
GIS Analyst IV	35.46	20.63	40.41	13.51	110.01
GIS Analyst III	32.23	18.75	36.73	12.28	99.99
GIS Analyst II	29.01	16.88	33.06	11.05	90.00
GIS Analyst I	25.79	15.00	29.39	9.83	80.01
GIS Technician IV	26.43	15.37	30.12	10.07	81.99
GIS Technician III	23.21	13.50	26.45	8.84	72.00
GIS Technician II	19.66	11.44	22.40	7.49	60.99
GIS Technician I	16.12	9.38	18.37	6.14	50.01
Administrator V	33.85	19.69	38.58	12.90	105.02
Administrator IV	29.01	16.88	33.06	11.05	90.00
Administrator III	25.14	14.62	28.65	9.58	77.99
Administrator II	22.88	13.31	26.07	8.72	70.98
Administrator I	19.66	11.44	22.40	7.49	60.99
Administrative Technician V	20.63	12.00	23.51	7.86	64.00
Administrative Technician IV	18.37	10.69	20.93	7.00	56.99
Administrative Technician III	16.12	9.38	18.37	6.14	50.01
Administrative Technician II	14.50	8.43	16.52	5.52	44.97
Administrative Technician I	12.57	7.31	14.32	4.79	38.99
Client Services Representative	24.17	14.06	27.54	9.21	74.98

Fig. 136.4.1 Contract

ATTACHMENT C

OVERHEAD RATE BREAKDOWN FOR YEAR 2013

TORTEAR 2013	Percent
	<u>1 0100111</u>
Direct Salaries and Wages	100.00%
Direct payroll overhead:	
Employee incentive plan	16.61%
Employee stock ownership	8.69%
Vacation, holiday and sick pay	11.12%
Group insurance	8.53%
Payroll taxes	9.51%
Pension contribution	1.39%
Deferred compensation	2.33%
Total payroll overhead	58.17%
General overhead:	
Salaries and wages	36.06%
Employee incentive plan	16.02%
Employee stock ownership trust contribution	5.98%
Vacation, holiday and sick pay	5.90%
Group insurance	5.66%
Payroll taxes	6.31%
Pension contribution	0.92%
Deferred compensation	1.59%
Property and other taxes	0.55%
Professional fees	1.90%
Business and facilities planning	0.46%
Rent and leases	11.64%
Utilities and phone	5.43%
Maintenance and repairs	0.34%
Supplies and postage	0.96%
Reproduction	2.40%
Dues, subscriptions, books and software	4.97%
Workshops and seminars	1.91%
Licenses	0.27%
Travel and auto	5.22%
Marketing and proposals	0.39%
Employee relations & recruiting	0.72%
Miscellaneous	1.19%
Depreciation	3.22%
Insurance	3.83%
Survey supplies	0.46%
State Income Tax	0.12%
Total general overhead	124.43%
Combined indirect costs (per audit)	182.60%
Voluntary Reduction	-10.47%
Adjusted Indirect Cost Percentage	172.13%

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
 - https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F Disadvantage Business Enterprise Contract Provisions

- 1. <u>Policy</u>: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
- DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
- 3. <u>Geographic Area for Solicitation of DBE</u>s: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
- 4. <u>Determination of Participation Toward Meeting the DBE Goal</u>: DBE participation shall be counted toward meeting the goal as follows:
- A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
- B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
- C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
- D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
- 5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE

Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. <u>Verification of DBE Participation</u>: Prior to final payment by the Local Agency, the Consultant shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the consultant.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

- 7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.
 - I. Made effective use of the services of available disadvantaged

business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. <u>Good Faith Efforts to Obtain DBE Participation</u>: If the Consultant's agreed DBE goal amount as specified is less than the established DBE goal given, then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Bartlett & West, Inc.

Project Owner (LPA): City of Columbia, MO					
Project Name: Forum Boulevard Pedestrian and Bicycle Trail					
Project Number: CPP 9999(516)					
As the LPA and/or consultant for the above local fede	ral-aid transportation project, I have:				
 Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4) Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36. 					
And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:					
No real or potential conflicts of interest If no conflicts have been indentified, complete and sign this form and submit to LPA					
Real conflicts of interest or the potential for conflicts of interest If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.					
LPA	Consultant				
Printed Name: John Glascock P.E.	Printed Name: Robert A. Gilbert				
Signature: John D. Musch Date: 6/6/13	Signature: Dalt AMb				
Date: 6/6/13	Date: 5/22/13				



Source: Public Works

9ah

Agenda Item No:

To: <u>City Council</u> From: <u>City Manager and Sta</u>

Council Meeting Date:

Jun 17, 2013

Re:

Professional Engineering Services Agreement for Forum Boulevard Pedestrian Bridge at Hinkson Creek Project

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute a Professional Services agreement with Bartlett & West Engineers, Inc. The consultant was selected through a competitive process that met city, state and federal requirements. Tasks include design engineering of approximately 3,550 lineal feet of trail and shoulder improvements along Forum Boulevard from Katy Lane to Crestwood Lane, including a new pedestrian bridge over Hinkson Creek.

DISCUSSION:

The Forum Boulevard Pedestrian Bridge at Hinkson Creek project is a GetAbout Columbia trail project that will improve safety for bicycles and pedestrians crossing Hinkson creek along this section of the Forum Boulevard corridor, and will provide bike and pedestrian connectivity to the MKT Trail from Forum Boulevard. The scope of services for this engineering agreement consists of the consultant providing surveying, engineering design and final construction plans necessary to construct the project. The preliminary construction cost estimate is \$881,000, and construction is anticipated for Fall 2014.

FISCAL IMPACT:

The agreement with Bartlett & West Engineers, Inc. is for a not-to-exceed amount of \$215,044, and will be funded using existing GetAbout grant funds.

VISION IMPACT:

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

An extensive, safe network of trails and a safe, interconnected, non motorized transportation network.

SUGGESTED COUNCIL ACTIONS:

Approval of the resolution authorizing the City Manager to execute a Professional Services agreement with Bartlett & West Engineers, Inc. for the Forum Boulevard Pedestrian Bridge at Hinkson Creek project.

FISCAL and VISION NOTES:							
City Fiscal Impact Enter all that apply		Program Impact		Mandates			
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No		
Amount of funds already appropriated	\$215,044.00	Duplicates/Epands 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: Resou		Resources Rec	ıvired	Vision Impact?	Yes		
One Time	\$0.00	Requires add'I FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.4		
Operating/ Ongoing	\$0.00	Requires add'I facilities?	No	Secondary Vision, Strategy and/or Goal Item #	13.1		
		Requires add'l capital equipment?	No	Fiscal year implementation Task #			

