

Introduced by _____ Council Bill No. R 143-11

A RESOLUTION

authorizing an agreement for engineering services with Allstate Consultants, LLC for the planning and design of the Grindstone Recreational Trail from the Grindstone Nature Area to Maguire Boulevard.

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 engineering services with Allstate Consultants, LLC for the planning and design of the Grindstone Recreational Trail from the Grindstone Nature Area to Maguire Boulevard. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
Allstate Consultants, LLC

THIS AGREEMENT made as of _____ day of _____, 20___, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Allstate Consultants, LLC of Columbia MO, hereinafter called the ENGINEER.

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

Grindstone Creek Recreation Trail
(Description of Project)

NOW THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services", dated August 8, 2011.

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>
John Holmes	Project Engineer- Overall project coordination, public involvement, permitting, bridge location and layout and trail design
Dave Weber	Chief Structural Engineer – Structural design
Bill Barrow	Geotechnical Manager – Geotechnical investigation

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 August 8, 2011.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

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

4.6 Designate Mike Hood, Director of Parks and Recreation, 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 120 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" Form No. 01 (attached). Such rates include overhead and profit. The schedule is effective to _____, and may be revised thereafter.

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

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

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

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

6.1.2 Total payment for the Scope of Services described herein **shall not exceed \$250,000.**

6.2 Statements: See Notes on the attached "Schedule of Hourly Labor Billing Rates," Form No. 01 (attached). "Schedule of Hourly Labor Billing Rates" is not included as the contract is a lump sum payment, not per hour.

6.3 Payments

6.3.1 The ENGINEER shall submit an invoice for services rendered to the CITY

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

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

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

Business Automobile Liability ENGINEER agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, and trucks; hired automobiles,

and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

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

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

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

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

7.1.3 **Professional Oversight Indemnification**

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

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

7.2 **Professional Responsibility**

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

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

7.3 Estimates and Projections

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

7.4 On-Site Services

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

7.5 Changes

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

7.6 Suspension of Services

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

days after receipt of ENGINEER's bill therefor, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

7.7 Termination

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

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

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

7.8 Publications

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

7.9 Nondiscrimination

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

7.9.1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age,

handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

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

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

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

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

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

7.13 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 85.530 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 the 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. The 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 subconsultant to affirmatively state in its contract with ENGINEER that the subconsultant 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 subconsultant to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subconsultant 's employees are lawfully present in the United States.

7.15 Entire Agreement

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

[Signatures on Following Page]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-548 C00472, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

ENGINEER

By: _____
(Name/Title)

By: _____
(Name/Title)

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.

SCOPE OF SERVICES
Grindstone Creek Recreation Trail Project
August 8, 2011

The proposed scope of work is as follows:

Conceptual Phase – During the conceptual phase two alternative alignments will be developed and assessed for feasibility. Possible connector routes to residential areas will be included in the assessment. Deliverables during the conceptual phase will include displays for public meetings, meetings with property owners, planning level cost estimates, a conceptual study report which will compare and contrast the two alignments and a recommendation for a preferred alignment.

Boundary and Topographic Survey – Upon approval of a preferred alignment, property boundary and topographic survey will be conducted to gather the information necessary for the right of way acquisition and detailed trail and structure design. Although there are no specific deliverables for this phase, the work product will be used for all remaining phases.

Hydraulic Analysis, Preliminary Bridge Design and FEMA Study – The purpose of this phase is to determine the optimal location and layout for any necessary structures, including bridges, retaining walls and boardwalks. A comprehensive hydrologic analysis will be performed because a very large portion of this project is anticipated to lie within the floodplain and it will therefore be important to have a thorough understanding of the risks. Hydraulic analysis will be based on the City's existing HEC-RAS model with additional information added as is typically needed when a macroscopic flood study model is used as the basis of design for bridges. A range of bridge options will be evaluated including low water bridge structures and floodway spanning structures. The option to revise the floodways using the FEMA map revision process for the purpose of reducing bridge spans will also be evaluated. However, the attached cost estimate does not include costs for a FEMA map revision because it is somewhat unlikely that doing so would be cost effective for this project. If it is determined that a map revision should be conducted a contract amendment will be needed. After the locations are selected, geotechnical investigation will be conducted to advise the structural design. Deliverables for this phase will be type, size, location and layout recommendations for structural elements as well as a hydrologic and hydraulic report detailing the various bridge options and their impacts on flooding, stream health, FEMA compliance, etc. Geotechnical data and recommendations will be developed in this phase as well and will advise the type, size, location and layout of the structural elements.

Permitting – At the appropriate times during this project, permitting activities will be conducted including applying for and/or following up on Army Corps of Engineers 404 permits, DNR 401 permits, Floodplain Development Permits (including no-rise certification) and Land Disturbance permits. The attached estimate of costs includes the costs necessary to acquire a nationwide 404 permit. If an individual permit is required by the Corps of Engineers, a contract addendum

will most likely be needed. However, it is anticipated that we will be able to design the trail in such a way as to avoid the need for an individual 404 permit. Deliverables for this task include the permits necessary for construction of this project.

Stream Assessments – As required by the city ordinances stream assessments will be developed for each crossing. The impacts of each proposed crossing on flow conditions will be assessed and mitigation measures will be designed if needed to avoid destabilizing the stream. Deliverables for this task will be the stream assessments and design of mitigation measures where the need for mitigation can't be avoided.

Final Trail and Bridge Construction Plans and Specifications – Deliverables under this task include plans and easement descriptions as needed to complete right of way acquisition as well as all trail and structural construction plans and specifications and bid documents necessary for construction. It is anticipated that the construction plans will include

- Cover sheet
- Typical sections
- Trail plan-profile sheets
- Culvert profiles
- Minor utility coordination
- Retaining wall plan-profile sheets
- Bridge plan-profile sheets
- Foundation details for bridges, concrete retaining walls and boardwalks
- Structural details for bridges, concrete retaining walls and boardwalks (MSE retaining walls will be assumed to be designed by the manufacturer)
- Erosion control plans (may be included in trail plan-profile sheets)
- Trail and structural specifications
- Engineers estimate
- Bid item list

It is also anticipated that the construction plans will not include

- Lighting plans
- Traffic control plans
- MSE retaining wall detail design
- Cross section sheets (except in critical areas where cross section sheets are warranted)
- Major utility revisions

Public Involvement – Throughout the project life, but especially during the conceptual plans stage, it will be necessary to conduct public meetings. As many as three public meetings will be arranged and conducted at our offices or at a location to be provided by the City. Attendance at City Council meetings and a reasonable number of city staff meetings and meetings with individual property owners is also included within this scope. Deliverables under this task

include displays and handouts needed for City Council and public meetings and attendance at all above mentioned meetings.

Construction Services – During the construction phase, the scope will include review of shop drawings, occasional construction inspection visits as requested by the City as well as a final inspection at project completion. Due to the likely complexity of the structural designs, the estimated cost includes both a pre-bid and a pre-construction meeting.

Form #01
RATE SCHEDULE

REVISED: June 20, 2009

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$125.00
ENGINEER III	\$115.00
ENGINEER II	\$105.00
ENGINEER I	\$95.00
INVESTIGATIVE ENGINEER III	\$175.00
INVESTIGATIVE ENGINEER II	\$150.00
INVESTIGATIVE ENGINEER I	\$125.00
TECHNICIAN VI/SURVEYOR III	\$100.00
TECHNICIAN V/SURVEYOR II	\$90.00
TECHNICIAN IV/SURVEYOR I	\$75.00
TECHNICIAN III	\$65.00
TECHNICIAN II	\$45.00
TECHNICIAN I	\$32.00
CREW (1 MAN)	\$100.00
CREW (2 MEN)	\$120.00
CREW (3 MEN)	\$130.00
INVESTIGATOR IV	\$105.00
INVESTIGATOR III	\$100.00
INVESTIGATOR II	\$70.00
INVESTIGATOR I	\$55.00
EXPERT TESTIMONY II	\$250.00
EXPERT TESTIMONY I	\$175.00
GPS RECEIVERS (PER UNIT)	\$111.00/day
TRAFFIC COUNTERS (PER UNIT)	\$35.00/day
MILEAGE	IRS Rate
ATV (PER UNIT)	\$111.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.)	Actual Cost

A L L S T A T E C O N S U L T A N T S L L C

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850
P.O. Box 156, 30601 Hwy. 5, Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$ 2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	160.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	200.00/hour
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content.....	6.00/test
Dry Unit Weight.....	10.00/test
Unconfined Compressive Strength.....	26.00/test
With Stress vs. Strain Curve.....	55.00/test
Calibrated Penetrometer Test.....	4.00/test
Visual Soil Classification.....	5.00/test
Atterberg Limits.....	75.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	60.00/test
Hydrometer Analysis.....	60.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	95.00/test
Specific Gravity Determination.....	60.00/test
Swell Potential (1 Surcharge Pressure).....	100.00/test
Swell Potential and Swell Pressure.....	200.00/test
Consolidation Test with e log p Curve.....	400.00/test
With Time vs. Deformation Plots.....	50.00/plot
Standard Proctor Test.....	150.00/test
Modified Proctor Test.....	200.00/test
Laboratory CBR Test (Per Specimen).....	180.00/test
Concrete Compressive Strength Tests.....	15.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	10.00/each
Concrete Flexural Strength Tests.....	50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

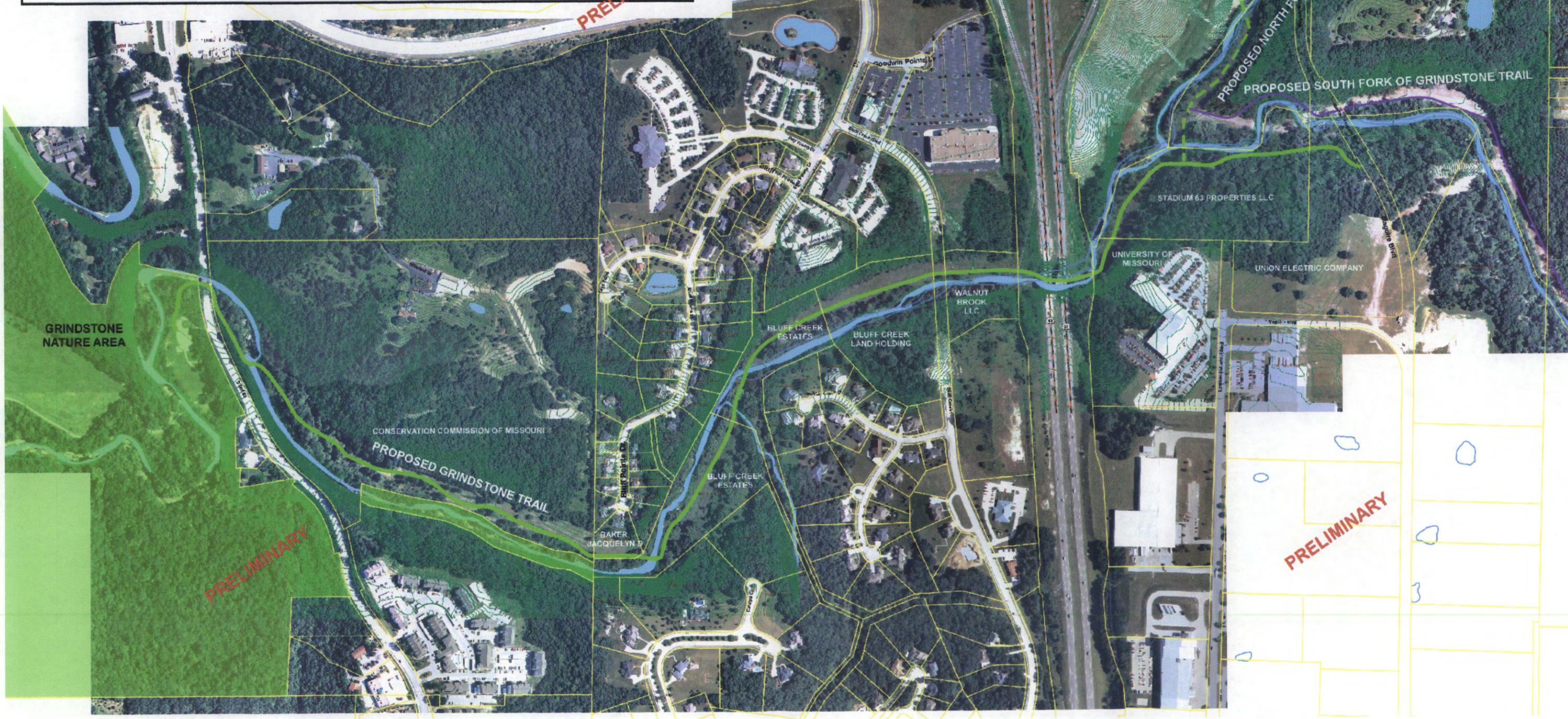
A L L S T A T E C O N S U L T A N T S L L C

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850
P.O. Box 156, 30601 Hwy. 5, Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

Grindstone Trail Preliminary Route

Grindstone Nature Area to Maguire Blvd.
City of Columbia Parks & Recreation 4-12-11

PRELIMINARY



GRINDSTONE NATURE AREA

CONSERVATION COMMISSION OF MISSOURI
PROPOSED GRINDSTONE TRAIL

PROPOSED NORTH FORK OF GRINDSTONE TRAIL
PROPOSED SOUTH FORK OF GRINDSTONE TRAIL

STADIUM 63 PROPERTIES LLC

UNIVERSITY OF MISSOURI

UNION ELECTRIC COMPANY

WALNUT BROOK LLC

BLUFF CREEK ESTATES

BLUFF CREEK LAND HOLDING

BLUFF CREEK ESTATES

BAKER JACQUELYN P

PRELIMINARY

PRELIMINARY

TO: City Council
FROM: City Manager and Staff 
DATE: August 8, 2011
RE: Agreement with Allstate Consultants for planning & design of the Grindstone Creek Recreation Trail

City Fiscal Impact Enter all that apply:	
\$250,000	City's current net FY cost.
\$350,000	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs: One-time
\$0	Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
Y	Vision Impact? (Y/N or if N, go no further)
12.4	Primary Vision, Strategy and/or Goal Item#
#	Secondary Vision, Strategy and/or Goal Item#
40	FY10/FY11 Implementation Task#

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an agreement with Allstate Consultants, LLC, in the amount of \$250,000. This contract will provide professional design services for approximately 1.7 miles of the Grindstone Creek Recreational Trail connecting Grindstone Nature Area to Maguire Boulevard. This project was identified in the 2010 Park Sales ballot issue and includes an estimated budget of \$1,570,000.

DISCUSSION:

In the early fall of 2010, Council identified this trail as a highly desired project due to it's recreational and connectivity value to the residents and businesses located along the Grindstone Creek corridor. The Grindstone Creek Recreation Trail will connect to the Hinkson Creek Trail at the Grindstone Nature Area and will ultimately connect to Maguire Boulevard and the businesses located in the vicinity of the Maguire and LaMone Industrial Boulevard intersections. This agreement between the City and Allstate Consultants, LLC, provides the engineering and architectural services needed to prepare preliminary and final plans.

The scope of services include boundary and topographic surveys, hydraulic analysis, preliminary bridge design and FEMA study including acquiring all necessary permits, evaluation and selection of a primary and a secondary trail alignment. Since public involvement is critical to this project, the consultant will conduct three public meetings with stakeholders and interested parties and prepare information to assist staff with additional public meetings or surveys as needed.

As required by the city ordinances, stream assessments will be developed for each potential crossing. The impacts of each proposed crossing on flow conditions will be assessed and mitigation measures will be designed if needed to avoid destabilizing the stream. Consultants shall provide stream assessments and design of mitigation measures where the need for mitigation can't be avoided.

Pending council approval on the final trail route, Allstate will prepare easement descriptions as needed to complete the right of way acquisition as well as all trail and bridge structural construction plans and specifications and bid documents necessary for construction.

During the construction phase, the scope will include review of shop drawings, occasional construction inspection visits as requested by the City as well as a final inspection at project completion. Due to the likely complexity of the structural designs, the estimated cost includes both a pre-bid and a pre-construction meeting.

The city followed its normal consultant selection process which included mailing of requests for proposals and interviews with selected firms. Allstate Consultants, LLC was selected based on their experience with similar projects and their ability to complete the design for bidding in summer of 2012.

FISCAL IMPACT:

In the department's FY-11 capital improvement plan, \$350,000 was budgeted for the planning and design of the Grindstone Creek Recreation Trail. The not to exceed cost of this contract is \$250,000.

VISION IMPACT:

12.4 Goal: An extensive, safe network of trails will accommodate a variety of users ranging from recreational to nonmotorized travelers. This network may include roadway and public transportation infrastructure to connect parks, neighborhoods, schools, and businesses..

Implementation task #40: Fund and complete capital improvement program projects (parks).

SUGGESTED COUNCIL ACTIONS:

Approval of the resolution.