

Introduced by \_\_\_\_\_ Council Bill No. R 236-13

### **A RESOLUTION**

authorizing an agreement for professional engineering services with Trabue, Hansen, and Hinshaw, Inc. relating to the Avenue of the Columns streetscape project and the reconstruction of portions of the sidewalk and intersection improvements along Eighth Street between Walnut Street and Cherry Street.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement for professional engineering services with Trabue, Hansen, and Hinshaw, Inc. relating to the Avenue of the Columns streetscape project and the reconstruction of portions of the sidewalk and intersection improvements along Eighth Street between Walnut Street and Cherry Street. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**AGREEMENT**  
**For**  
**PROFESSIONAL ENGINEERING SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**TRABUE, HANSEN, AND HINSHAW, INC.**

THIS AGREEMENT made as of \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Trabue, Hansen, and Hinshaw, Inc., hereinafter called the ENGINEER.

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

Reconstruction of the sections of sidewalk on Eighth Street from the south side of Walnut Street to the north side of Cherry Street, except those portions constructed with the City Hall and the 2012 project including:

1. Replacing the walks in the project limits – includes removal of step curb and making all properties accessible (ramps and steps if needed)
2. Replacing tall street lights with new style
3. Add four new bump-outs at intersections with landscaping
4. Add street trees
5. Two crosswalks may be replaced if cross slope exceeds standard
6. Adjust traffic signals as needed
7. Close any vaults under the sidewalk
8. Remove the canopy on the east side of the parking garage north of Broadway

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

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

## SECTION 1 - AUTHORIZATION OF SERVICES

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

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

## SECTION 2 - BASIC SERVICES OF ENGINEER

### 2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated October 17, 2013.

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

<u>Name and Title</u>	<u>Assignment</u>
John V. Huss, P.E. – Civil Team Leader	Project Manager – Lead Designer
Rusty Saunders - Principal	Landscape Architecture
Ron Schikevitz, P.E. – Civil Dept. Mngr.	Traffic Signals and Lighting

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 October 17, 2013.

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

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

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

4.6 Designate David A. Nichols, P.E., 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:

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$79,625.00.**

### 6.2 Payments

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

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

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

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

**Professional Liability** ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence

Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

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

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

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

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

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

enter into such an agreement on a pre-loss basis.

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

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

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

7.1.3           **Professional Oversight Indemnification**

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

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



## 7.2 Professional Responsibility

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

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

## 7.3 Estimates and Projections

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

## 7.4 On-Site Services

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

## 7.5 Changes

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

## 7.6 Suspension of Services

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

days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

#### 7.7 Termination

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

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

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

#### 7.8 Publications

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

#### 7.9 Nondiscrimination

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

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

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

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

7.10 Successor and Assigns

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

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

ENGINEER shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing.

This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract Document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 ENGINEER agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this contract ENGINEER shall, by sworn

affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ENGINEER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

7.16 Entire Agreement

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

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

Mike Matthes, City Manager

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION:

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. *440-8300-538.40-23, 000126*

\_\_\_\_\_  
Director of Finance

ENGINEER

By: \_\_\_\_\_

*John V. Huss*  
John V. Huss, P.E., Principal

**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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**Effective 1/1/2009**

County of Boone                 )  
State of Missouri                ) ss.

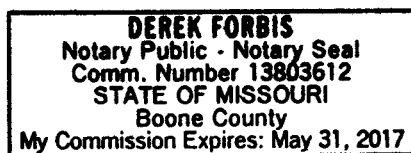
My name is John V. Huss. I am an authorized agent of Trabue, Hansen, and Hinshaw, Inc. (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**


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

  
Affiant

John V. Huss  
Printed Name

Subscribed and sworn to before me this 25<sup>th</sup> day of OCTOBER, 2013.



  
Notary Public

October 17, 2013

Mr. David A. Nichols, P.E.  
City of Columbia – Department of Public Works  
701 East Broadway  
Columbia, MO 65201

Re: Eighth Street Sidewalks – Avenue of the Columns; Columbia, MO

Via: E-mail – [danichol@GoColumbiaMo.com](mailto:danichol@GoColumbiaMo.com)

Dear David,

Trabue, Hansen, and Hinshaw, Inc. (**THHinc**) is pleased to offer our proposal to assist the City of Columbia with the second phase of the Eighth Street (the Avenue of the Columns) sidewalk improvements. We appreciate this opportunity to serve the City of Columbia.

**PROJECT DESCRIPTION:** The project includes reconstruction of the sections of sidewalk on Eighth Street from the south side of Walnut Street to the north side of Cherry Street, except those portions constructed with the City Hall and the 2012 project. Project includes:

1. Replacing the walks in the project limits – includes removal of step curb and making all properties accessible (ramps and steps if needed)
2. Replacing tall street lights with new style
3. Add four new bump-outs at intersections with landscaping
4. Add street trees
5. Two crosswalks may be replaced if cross slope exceeds standard
6. Adjust traffic signals as needed
7. Close any vaults under the sidewalk
8. Remove the canopy on the east side of the parking garage north of Broadway

**SCOPE OF SERVICES:** **THHinc** will provide the following professional survey and engineering services to the City of Columbia.

1. **Site Survey:**
  - a. **THHinc** will review City records from past projects and obtain ownership from the County Assessor for the abutting properties.



- b. **THHinc** will prepare a topographic survey of the areas in the project, including 50-feet outside the work areas.
- c. Survey will be based upon state plane coordinates and in AutoCAD Civil 3D version 2013.

**2. Concept Phase** includes:

- a. A preliminary site visit
- b. Attending a design team kickoff meeting
- c. Collecting and reviewing available data: City topographic surveys, aerial photo, previous AOC plan sets
- d. Obtaining existing utility data
- e. Preparing concept plans
- f. Attending an open house / interested parties meeting
  - i. Assisting the City in conducting the meeting
  - ii. Preparing display and documents needed for meeting.
- g. Preparing an Opinion of Probable Cost

**3. Preliminary Plan Phase** includes:

- a. Attend one review meeting
- b. Preparing a topographical survey of the proposed project limits
- c. Having a utility coordination meeting
- d. Prepare Design Development quality drawings including
  - i. Site demolition plans for the canopy
  - ii. Sidewalk grading and paving
  - iii. Traffic signal modifications
  - iv. Street lighting plans-if needed
  - v. Landscape plans
  - vi. Standard details
  - vii. Storm drainage-if needed
  - viii. Temporary traffic control per MUTCD
- e. Prepare an opinion of probable cost

**4. Final Plan Phase** includes drawings, specifications, and estimates including:

- a. Attend one review meeting
- b. Prepare Construction Documents including
  - i. Drawing set with cover sheet
  - ii. Site demolition plans for the canopy
  - iii. Sidewalk grading and paving
  - iv. Drainage Modifications
  - v. Traffic signal modifications
  - vi. Street lighting
  - vii. Landscape plans
  - viii. Construction Details
  - ix. Temporary traffic control per MUTCD

- x. Project Manual with Technical Specifications
  - c. Final coordination of Utilities
  - d. Prepare an opinion of probable cost
- 5. **Bid Phase** includes the following:
  - a. Attendance at the pre-bid conference
  - b. Respond to contractor questions and prepare addendums
- 6. **Construction Phase** includes the following:
  - a. Attendance at the pre-construction meeting
  - b. Make Site Visits (8 hours total – All other site visits will be additional services)
  - c. Review shop drawings, submittals, and materials certifications
- 7. Receivables include 1 set of original drawings and specifications with wet seal and 1 set of electronic drawings in AutoCAD and Word formats

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

- 1. Copies of Standard City documents including specifications and details in Word and AutoCAD formats
- 2. Administration of bid documents and process
- 3. Provide all construction phase services not included in the above scope
- 4. Timely review of submittal

SCHEDULE: We will begin our services upon receipt of an executed agreement or your verbal Notice to Proceed. We anticipate the service will take about four months.

COMPENSATION: We will provide the Scope of Services on a lump sum basis for a fee of \$79,625.00 unless additional services are authorized. **THHinc** will retain Burns and McDonnell for lighting and traffic signal design (\$15,000) and Loomis Associates for Landscape Design (\$8,200).

The terms of this proposal are valid for 60 days from the date of this proposal.

ADDITIONAL SERVICES: If requested by the Client, **THHinc** may provide additional services, such as:

- 1. Additional Meeting attendance at a cost of \$350.00 per meeting
- 2. Additional Construction Phase support
- 3. Preparation of Record Drawings
- 4. Other services as requested

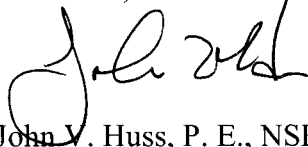
Mr. David A. Nichols, P.E.  
October 17, 2013  
Page 4 of 4

EXHIBITS: Work Plans

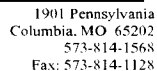
Thank you for this opportunity to serve the City of Columbia. Should you have any questions, please contact us.

Sincerely Yours,

TRABUE, HANSEN AND HINSHAW, INC.

A handwritten signature in black ink, appearing to read "John V. Huss", written over the printed name.

John V. Huss, P. E., NSPE  
Civil Team Leader / Principal



## Site Survey

Date : 10-14-13 Prepared by : JVHuss  
THHinc Project # : Reviewed by :

REIMBURSABLE EXPENSES :

Mileage :	<u>32</u>	miles @	\$0.585	\$19
Travel/Per Diem :				\$0
Plans/Prints/Copies :				\$10
Telephone :				\$0
Miscellaneous				
		Total Expenses :		\$29

SUBTOTAL : \$6,044

Contingencies (%) : 10%	<u>\$604</u>
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TOTAL SERVICES :	\$6,648
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1901 Pennsylvania  
Columbia, MO 65202  
573-814-1568  
Fax: 573-814-1128

Trabue, Hansen & Hinshaw, Inc.  
Project Work Plan - Estimating Sheet

CLIENT : City of Columbia  
Project Description : Avenue of the Columns Sidewalks

Date : 10-14-13 Prepared by : JVHuss  
THHinc Project # : Reviewed by :

Design Phase

Task Description	Principal	Eng. 5	Eng. 4	Eng. 3	Eng. 2	Eng. 1	PLS 2	Tech 5	Tech 4	Tech 3	Tech 2	Tech 1	Admin	TOTALS	
														Hours	Task Cost
Project Management	6												4	10	1,160
<b>Concept Phase</b>														0	0
Pre Site Visit and Kickoff Meeting	4				4									8	1,000
Collect & Compile Data and Util. Contacts	1				8									9	880
Concept Plan Preparation	4				24						12			40	3,400
Open House Prep and Meeting	4				8						4			16	1,560
Cost Estimate	2				5									7	770
<b>Preliminary Plan Phase</b>														0	0
Utility Coordination Meeting	3				5									8	930
Demolition Plan - Structure			6							4				10	960
Sidewalk Plans	2				32						16			50	4,000
Details	2				8						12			22	1,640
Drainage	1				4									5	520
Traffic Control Plans	1				8						12			21	1,480
Cost Estimate	1				4									5	520
Client Review Meeting	3				3									6	750
<b>Preliminary Plan Phase</b>														0	0
Demolition Plan - Structure			6							4				10	960
Sidewalk Plans	4				32						20			56	4,520
Details	2				16						16			34	2,560
Drainage	1				4						3			8	670
Traffic Control Plans	1				6						8			15	1,100
Cover Sheet - Std Notes & Legend	1				3						6			10	730
Technical Specifications	8												4	12	1,480
Cost Estimate	2				4									6	680
Client Review Meeting	4				4						8			8	1,000
<b>Final Revisions</b>	4				12								2	26	2,220
Total Hours >>	61	0	12	0	194	0	0	0	0	8	117	0	10	402	
Hourly Rate >>	\$160	\$140	\$120	\$105	\$90	\$75	\$95	\$85	\$70	\$60	\$50	\$40	\$50		
Cost >>	\$9,760	\$0	\$1,440	\$0	\$17,460	\$0	\$0	\$0	\$0	\$480	\$5,850	\$0	\$500		\$35,490

REIMBURSABLE EXPENSES :

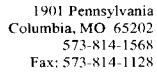
Mileage :	40	miles @	\$0.585	\$23
Traffic and Lighting				\$15,000
Landscape Architecture				\$8,200
Plans/Prints/Copies :				\$60
Telephone :				\$0
Miscellaneous				
Total Expenses :				\$23,283

Total Labor : \$35,490  
Total Expenses : \$23,283

SUBTOTAL : \$58,773

Contingencies (%) : 10% \$5,877

TOTAL SERVICES : \$64,651



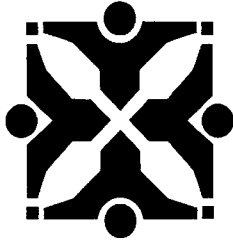
CLIENT : City of Columbia  
Project Description : Avenue of the Columns Sidewalks

Date : 10-14-13      Prepared by : JVHuss  
THHinc Project # :      Reviewed by :

															TOTALS	
Task Description	Principal	Eng. 5	Eng. 4	Eng. 3	Eng. 2	Eng. 1	PLS 2	Tech 5	Tech 4	Tech 3	Tech 2	Tech 1	Admin	Hours	Task Cost	
Project Management	3												3	0	0	
														6	630	
Bid Phase														0	0	
Pre-Bid Meeting	3				3									0	0	
Contractor Questions	2				4									6	750	
Addenda	2				6						4		1	6	680	
														13	1,110	
														0	0	
														0	0	
Construction Phase														0	0	
Pre-Construction Meeting	3													3	480	
Site Visits	8													8	1,280	
Submittal Reviews	6				16								4	26	2,600	
														0	0	
														0	0	
														0	0	
														0	0	
														0	0	
														0	0	
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														0	0	
														0	0	
														0	0	
														0	0	
														0	0	
														0	0	
Total Hours > >	27	0	0	0	29	0	0	0	0	0	4	0	8	68		
Hourly Rate > >	\$160	\$140	\$120	\$105	\$90	\$75	\$95	\$85	\$70	\$60	\$50	\$40	\$50			
Cost > >	\$4,320	\$0	\$0	\$0	\$2,610	\$0	\$0	\$0	\$0	\$0	\$200	\$0	\$400		\$7,530	

Mileage :	<u>40</u>	miles @	\$0.585	\$23.40
Travel/Per Diem :				\$0.00
Plans/Prints/Copies :				\$15.00
Telephone :				\$0.00
Miscellaneous				
Total Expenses :				\$38.40

TOTAL SERVICES : \$8,325



Source: Public Works *gh*

Agenda Item No:

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

Council Meeting Date: November 18, 2013

Re: Engineering Services Contract with Trabue, Hansen & Hinshaw, Inc for Design Services for the Avenue of the Columns Project

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration legislation authorizing the City Manager to execute an engineering services contract with Trabue, Hansen & Hinshaw, Inc (TH&H) to design the second phase of the Avenue of the Columns (AOC) project, from Walnut Street to Cherry Street.

**DISCUSSION:**

The AOC project was developed through a 2005 downtown master plan created to establish a unique corridor on Eighth Street, from Walnut Street to Elm Street. The intent was to link the historic columns at the courthouse square to the column casts in the Francis Quadrangle foreground of Jesse Hall, serving as a reminder of the important relationship between Columbia and the University of Missouri.

The first phase of the AOC project was built along Eighth Street between the area north of Broadway to Cherry Street, specifically to include the intersection and corner improvements at Eighth Street and Broadway. This first phase began with the completion of the City Hall construction project, and was completed in 2012.

The contract with TH&H is to include design services for the reconstruction of sidewalks on Eighth Street from the south side of Walnut Street to the north side of Cherry Street, except for the portions previously constructed during Phase I. The work includes:

1. Replace the walks within the project limits, includes removal of step curb and making all properties accessible (ramps and steps as needed)
2. Replacing tall street lights with new style
3. Add four new bump-outs at intersections with landscaping
4. Add street trees
5. Two crosswalks may be replaced if cross slope exceeds standard
6. Adjust traffic signals as needed
7. Close any vaults under the sidewalks
8. Remove the canopy on the east side of the parking garage north of Broadway

TH&H has been selected for this project in accordance with the City's pre-qualified professional consultant procurement guidelines based upon their understanding of the project requirements and their experience with similar projects. The project is funded in the CIP for construction in 2015 with an estimated construction cost of \$725,000. The total fee for the scope of services and all expenses and costs for this contract shall not exceed \$79,625.

**FISCAL IMPACT:**

The total fee for the TH&H scope of services for this project shall not exceed \$79,625.

**VISION IMPACT:**

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

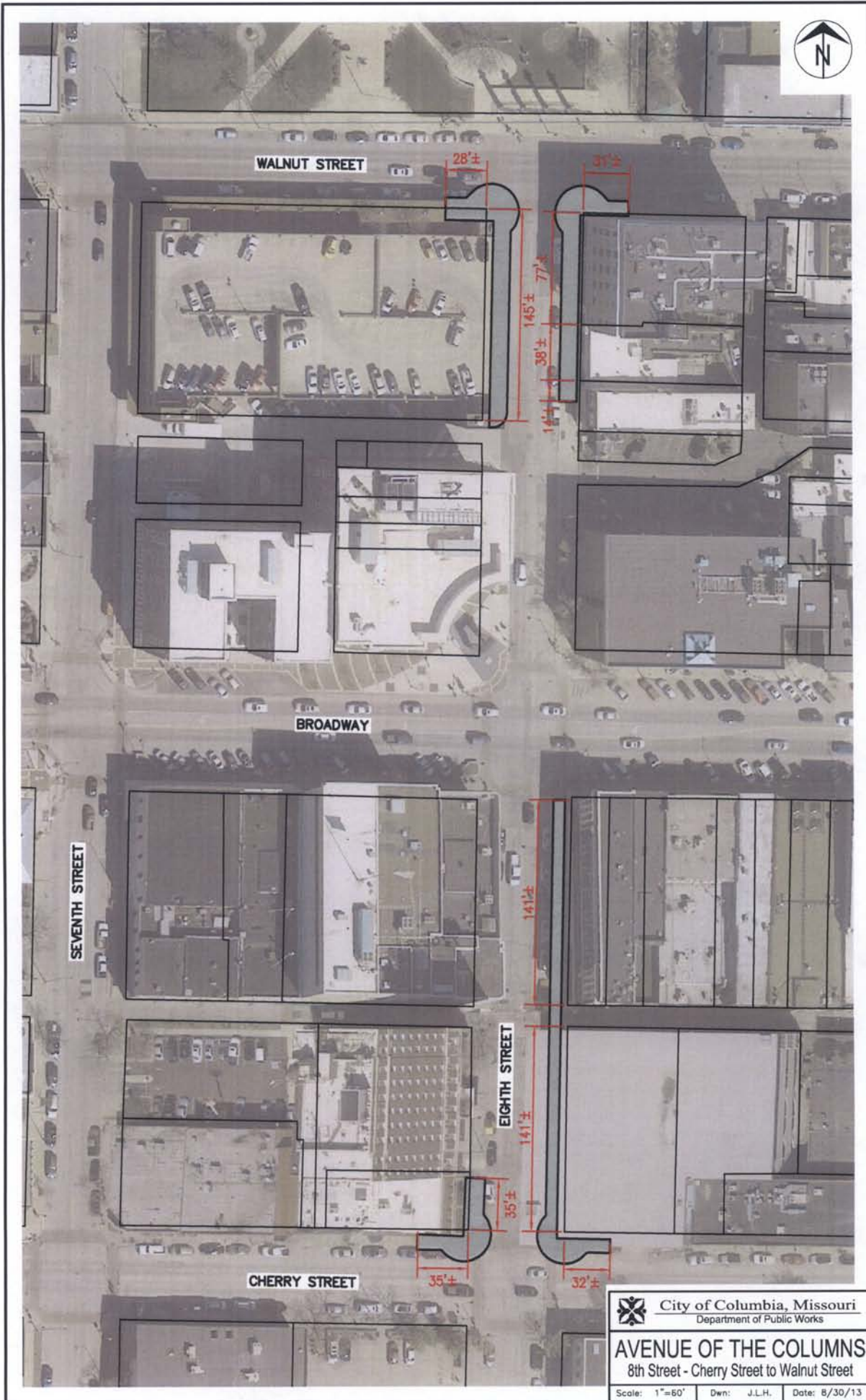
Develop a streetscape plan through the use landscape, site amenities, art, and thematic elements to create memorable and attractive boulevards and streetscapes.


**SUGGESTED COUNCIL ACTIONS:**

Approve the legislation authorizing the City Manager to execute an engineering services contract with Trabue, Hansen & Hinshaw, Inc to design the second phase of the Avenue of the Columns project, from Walnut Street to Cherry Street.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$1,036,906.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$1,547,448.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	Yes	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	2.1.2
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	







City of Columbia, Missouri

Department of Public Works

AVENUE OF THE COLUMNS

8th Street - Cherry Street to Walnut Street

Scale: 1"=60'

Dwn: J.L.H.

Date: 8/30/13