

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
TRANSYSTEMS CORPORATION

THIS AGREEMENT made as of _____ day of _____, 20__, by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **TranSystems Corporation**, (hereinafter called "ENGINEER").

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

Shepard to Rollins Trail Connection CPP 9999(523) Phase B services includes the design and limited construction administration for a trail beginning at the intersection of Williams Street and Rollins Street, taking a southerly route around the MU Veterinary facilities (which includes crossing a creekbed with a storm drainage pipe), then crossing the Hinkson Creek with a prefabricated bridge, and ending at the south end of Bluff Dale Drive cul-de-sac.

(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 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 **November 16, 2015** (hereinafter referred to as "Scope of Basic Services").

2.1.2 ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. 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 ENGINEER without the written approval of CITY.

<u>Name and Title</u>	<u>Assignment</u>
John Zimmermann	Project Manager

All of the services required hereunder will be performed by 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 CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.1.3 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 ENGINEER of ENGINEER's primary responsibility for the quality and performance of the work. It is the intention of ENGINEER to engage subcontractors for the purposes of:

<u>Sub-Consultant Name/Address</u>	<u>Services</u>
SCI	Geotechnical Engineering
Landworks Studio	Landscape, Architecture, Planning
EDSI	Survey

2.1.4 **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- 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 **12%** of the total Agreement dollar value.
- B. DBE Participation Obtained by ENGINEER: ENGINEER has obtained DBE participation, and agrees to use DBE firms to complete, **12%** of the total services to be performed under this Agreement, by dollar value. The DBE firms which ENGINEER shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS:	Landwork Studios, 103 S Chestnut, Olathe, KS 66061 EDSI, Suite 300, 16141 Swingley Ridge Rd, Chesterfield MO 63017
TYPE OF DBE SERVICE:	Landscape Architecture Survey
TOTAL DOLLAR VALUE OF DBE SUBCONTRACT:	\$12,150 \$16,024.04
CONTRACT DOLLAR AMOUNT TO APPLY TO TOTAL DBE GOAL:	\$12,150 \$18,601.00
PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL:	100% 100%

2.2 ENGINEER shall furnish such periodic reports as 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 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 CITY to assure proper accounting for all project funds. These records must be available to CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

2.4 OWNERSHIP OF DOCUMENTS

A. All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of CITY upon suspension, abandonment, cancellation, termination, or completion of ENGINEER's services hereunder; provided, however:

1. ENGINEER shall have the right to their future use with written permission of CITY; and

2. ENGINEER shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. ENGINEER shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

a. Copyrights. CITY, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which CITY, its engineer or subconsultant purchases ownership with payments provided by this Agreement.

b. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Public Works Director."

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Engineer
Government and Federal Agency – Local Agency
Subcontractor – Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by CITY without further compensation and without restriction or limitation on their use.

B. CITY may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to ENGINEER; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of CITY and CITY shall use same at its sole risk and expense; and (2) CITY shall remove ENGINEER's name, seal, endorsement, and all other indices of authorship from the deliverables.

2.5 STANDARDS

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.

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 Scope of Basic Services.
- 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 Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform ENGINEER'S 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 **Allison Anderson**, 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 on **December 31, 2018, assuming a Notice to Proceed is issued by February 29, 2016.** 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.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of ENGINEER. Requests for extensions of time shall be made in writing by ENGINEER, 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.

SECTION 6 - COMPENSATION

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

A. For design services, including work through the construction contract award stage, the Local Agency will pay ENGINEER the actual costs incurred plus a predetermined fixed fee of **\$12,690.32**, with a ceiling established for said design services in the amount of **\$144,913.49**, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay ENGINEER the actual costs incurred plus a predetermined fixed fee of **\$906.58**,

with a ceiling established for said inspection services in the amount of **\$7,956.88**, 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 **48.29%** 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 **106.32%** of actual salaries in Item 1 above for general administrative overhead, based on ENGINEER's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
4. 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
5. Project costs incurred by others on a subcontract basis, said costs to be passed through 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 ENGINEER's accounting records, and as determined by final audit of 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.

G. METHOD OF PAYMENT: Partial payments for work satisfactorily completed will be made to 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 ENGINEER 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 ENGINEER, within 45 days after the Local Agency's receipt of ENGINEER'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 this Agreement.

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective to **December 31, 2015**, 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 ENGINEER's standard rates in effect at the time service is provided.

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

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

6.1.2 Total payment for Scope of Services and all other expenses and costs to CITY under this agreement and described herein **shall not exceed \$152,870.37**.

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 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

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 CITY from any and all claims, settlements and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise ENGINEER.

The insurance required by this Agreement shall include coverage which shall meet ENGINEER's obligations to indemnify CITY as set out above and 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 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 CITY and the President or any Vice President of 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 Suspension or Termination of Agreement

A. The Local Agency may, without being in breach hereof, suspend or terminate ENGINEER's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to ENGINEER at least fifteen (15) days' prior written notice of the effective date thereof. ENGINEER 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 ENGINEER 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 ENGINEER, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by ENGINEER 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, ENGINEER's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. ENGINEER 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 ENGINEER. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. Upon the occurrence of any of the following events, ENGINEER 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 ENGINEER's original notice, ENGINEER 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 ENGINEER in a timely manner.
3. Any material contract breach by the Local Agency.

7.7.1 In the event of CITY's termination of this 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 CITY become its property.

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

7.7.2 Covenant Against Contingent Fees

ENGINEER warrants that ENGINEER has not employed or retained any company or person, other than a bona fide employee working for ENGINEER, to solicit or secure this Agreement, and that ENGINEER 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.

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.

7.9.2 Nondiscrimination

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. ENGINEER will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, 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 ENGINEER for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by ENGINEER's obligations under this Agreement and the regulations relative to non-discrimination on the ground of color, race or national origin.

ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.3 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.

7.9.4 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 interest in this Agreement without the written consent of the other.

7.11 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of 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 Agreement 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 Agreement, 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 ENGINEER 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 Lobby Certification

Certification on Lobbying: Since federal funds are being used for this agreement, the Engineer'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. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

7.16 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.

In the event of a conflict between the terms and conditions of this Agreement and any attachment hereto, the terms contained in this Agreement shall prevail and the terms contained in any attachment shall subsequently prevail in the order attached hereto.

7.17 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.

7.18 Attachments

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C – DBE Contract Provisions

Attachment D – Fig. 136.4.15 Conflict of Interest Disclosure Form

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

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.

By: _____
Director of Finance

**TRANSYSTEMS CORPORATION
FRANK WEATHERFORD, PRINCIPAL**

By: Frank Weatherford
Date: 2/1/16

ATTEST:

By: _____
Name: John Zimmerman

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

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

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

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

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

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

My name is Frank Weatherford I am an authorized agent of _____
TranSystems (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.

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

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

Frank Weatherford
Affiant

Frank Weatherford
Printed Name

Subscribed and sworn to before me this 1st day of February, 2016.



J. J. Sherwood
Notary Public

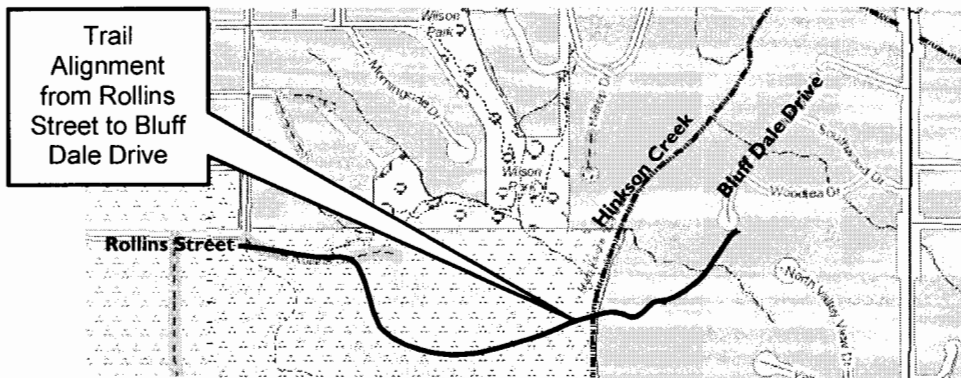


ATTACHMENT A – SCOPE OF SERVICES
November 16, 2015
BASIC DESIGN DUTIES

The following scope of services was prepared based on the following assumptions:

1. Shepard to Rollins Trail Connection CPP 9999(523)

- a. Phase B services include the design and limited construction administration for the alignment selected from the Phase A conceptual study.
 - i. Beginning at the intersection of William Street and Rollins Street, taking a southerly route around the MU Veterinary facilities, which includes crossing a creekbed with a 48" +/- storm drainage pipe, then crossing Hinkson Creek with a 220' prefabricated bridge, ending at the south end of the Bluff Dale Drive cul-de-sac.



2. SERVICES ASSUMPTIONS

- a. Design
 - i. All walls will be MSE or combination trail/retaining walls.
 - ii. The project will be bid as a single project through a City bid process.
 - iii. All plan sets submitted are electronically in pdf format unless otherwise noted.
 - iv. The current FEMA hydraulic model will be available in HEC format.
 - v. No public meetings or flyers are included.
 - b. Environmental
 - i. Agency mandated species specific threatened and endangered species presence/absence surveys or mitigation are not included.
 - ii. Design of a wetland mitigation plan is not included.
 - iii. Agency mandated archeological/cultural resources surveys are not included.
 - iv. This Scope of Services does not include any permit fees required by any agencies.
 - c. Construction
 - i. Construction duration will be 9 months.
 - ii. During construction, TranSystems will not attend bi-weekly construction update meeting.
 - iii. City to provide full time inspection and MoDOT required inspection documentation.
- 3. Not included in this scope, but can be added as an additional service:**
- a. City Structural/Building Permits
 - b. Lighting design
 - c. LOMR or CLOMR
 - d. Cultural resource surveys
 - e. Resident Project Representative Services

PHASE B SCOPE OF SERVICES

Note – Some tasks indicate where a subconsultant will be assisting TranSystems. This does not modify TranSystems obligations to complete the overall scope of services. Specifying the subconsultant's tasks in this scope provides the most effective documentation to reduce misunderstandings.

1000 Communication Tasks

1000 Staff Meetings

- a. Participate in monthly conference call with City staff to discuss the project objectives. TranSystems will meet with the City's project manager at City offices at least quarterly.
 - i. Landworks Studio to participate in two conference calls.
- b. TranSystems will include MODOT on the monthly conference call.

2000 Survey and Data Gathering

2000 Final Trail Blazing

- a. Facilitate a trail blazing expedition to document the final trail alignment for the survey tasks. The City, MoDOT, TranSystems' Project Manager, TranSystems' Lead Trail Designer, TranSystems' Hydraulics Engineer, and Landworks Studio's landscape architect will be invited to attend.

2001 Field Survey

- a. Control
 - i. Establish Horizontal Control Points and Project Benchmarks from recorded benchmarks. Horizontal Datum will be referenced to Missouri Central Zone, NAD1983. Vertical Datum will be referenced to NAVD88.
- b. Topography
 - i. EDSI to conduct ground surveys to locate field survey information. Project Limits for the Pedestrian/Bicycle Trail are to survey a 40 foot width (20 feet each side of proposed centerline). Survey will include but not limited to the following features (Pavement, Driveway, Streambed Profile, Parking lot spot elevations, trees 6" Diameter or larger located and noted with size and type, horizontal clearances of bridges and etc.) The crossing of Hinkson Creek will be surveyed for a 100 foot width (50 feet each side of proposed centerline).
 - ii. EDSI to stake geotechnical borings while on site for the topographical survey.
 - iii. EDSI to determine horizontal location and elevations of existing utilities in accordance with subsurface utility engineering (SUE) Level B as described in "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" published by the American Society of Civil Engineers (CI/ASCE 38-02).
 - iv. EDSI to prepare a topographic base map showing all surveyed features in CAD format.
 - v. EDSI to prepare an accurate surface model of the surveyed surfaces. This information shall be included with the CAD base map as a separate layer of 3d triangles.
- c. Field Check
 - i. Field check existing base map for accuracy and completeness.
- d. Property
 - i. Research and locate up to four section corners.
 - ii. Field search for property physical evidence, subdivision corners and property corners to establish existing property lines for an ownership base map suitable for preparing temporary construction easements and permanent trail easements for this project.
 - iii. Obtain ownership and easement certificates for up to six properties.

- iv. Create ownership property map from the field gathered physical evidence, recorded Plats and most recent Deed of Record. Deliverables will be one (1) Ownership Property Base map at a scale of 1"=40' of project limits.

2002 Geotechnical Services. SCI to:

- a. Request utility locations before explorations begin
- b. Coordinate with the surveyor to stake borings at same time as surveying.
- c. Provide borings, investigations and observations at locations and elevations requested.
- d. Provide minimal pruning and clearing of the site to access the boring locations. Cleared material will be removed from site. No trees over 4 inches in diameter will be cut down.
- e. Conduct:
 - i. Two deep borings for the bridge foundations. Boring to be 40' deep or 5' into rock, whichever is at the higher elevation.
 - ii. Four shallow borings (5' to 8' deep) for the proposed walls. Assumed 5' maximum height.
 - iii. Two hand borings (5' deep) for trail subgrade and construction support and soil chemical analysis for seeding and landscaping.
- f. Test soil samples for common engineering properties of dry density, Atterberg limits, consolidation potential, moisture content, unconfined compressive strength, etc.
- g. Review global stability for the two proposed walls.
- h. Summarize findings in geotechnical report that will be referenced by the Engineer and Contractor.

Preliminary/Right-of-Way Phase

3000 Hydraulic Analysis and Coordination

- a. Modeling
 - a. Using historical aerials, site specific data, information gathered from the trailblazing, and the hydraulic model provided by the City, review the proposed bridge.
 - b. Perform modeling utilizing Corps of Engineers HEC-RAS model in an attempt to iteratively arrive at no-rise from the proposed improvements.
- a. No-rise Determination
 - a. Document the No-rise for the final trail geometry.
 - b. Prepare City Floodplain Development Application.

3001 Design and Plans

- a. Bridge Design
 - a. Prepare preliminary concept for bridge abutments for the prefabricated bridge. Coordinate bridge dimensions and loadings with one manufacturer.
 - b. Fencing/handrail for approaches.
 - c. Assess constructability, clearing, and staging for the bridge.
- b. Retaining Wall Design
 - a. Prepare preliminary concept for retaining walls.
- c. Landscaping Design
 - a. Landworks Studio to design preliminary landscaping. Landscaping limited to seeding and eight trees.
- d. Erosion Control Design
 - a. Permanent erosion control for drainage and bridge structures, if needed.
 - b. Landworks Studio to design temporary erosion control.
- e. Create plan set. Includes:
 - a. Cover sheet (Using City standard.)
 - b. Typical sections
 - c. Survey control and project coordinates
 - d. Trail plan and profile. (1"=40')

- i. Signing and pavement markings concepts
 - ii. Eight replacement tree locations
 - e. Storm drainage pipes (plan view only)
 - f. Bridge concept details
 - g. Retaining wall details
 - h. Permanent erosion control
 - i. Temporary erosion control
 - j. Existing right-of-way layout
 - k. Construction sequencing notes
 - i. Traffic control, creek protection, construction phasing, and tree protection.
 - l. Cross-sections

3002 Environmental

- a. Categorical Exclusion documentation has been completed by the City and approved by MoDOT.
- b. Complete and submit with required supporting documentation the following permits:
 - i. Archeological/Cultural Resources Impact Coordination (MDNR) - Coordinate with the MDNR to receive project clearance in regard to Section 106 of the National Historic Preservation Act. This task involves the preparation and submittal of an MDNR Project Information Form.
 - ii. Federally-listed Threatened and Endangered Species Coordination (USFWS) - Review background studies (in-office review of resource material), perform a field habitat assessment, and prepare a habitat assessment report which will include the Indiana Bat assessment data sheets. The habitat assessment will be submitted to MoDOT for assessment of impacts to threatened and endangered species.
 - iii. State-listed Threatened and Endangered Species Coordination (MDC) - Review background studies (in-office review of resource material) and perform a search of the online Natural Heritage Database (NHD). The results of the NHD search will be provided to MoDOT for assessment of impacts to state-listed threatened and endangered species.
 - iv. Clean Water Act Section 404 Permit (USACE) - Conduct a wetland delineation to identify impacts to wetlands and other waters of the U.S. Permit review schedules and mitigation costs will also be researched as needed. The wetland delineation will be performed within an approved study area for the preferred trail alignment. TranSystems will prepare and submit a USACE Section 404 permit application and a Wetland Report with associated figures, wetland data sheets, and a photo log.
 - v. Clean Water Act Section 401 Water Quality Certification (MDNR) - Coordinate with the MDNR regarding Section 401 Water Quality Certification. This item may be combined with the above Section 404 Permit, depending on the amount of impacts to waters of the U.S.
 - vi. Missouri Pollutant Discharge Elimination System Permit (MDNR) - Coordinate with the Missouri Department of Natural Resources to receive project authorization under the Missouri Pollutant Discharge Elimination System. Prepare a Storm Water Pollution Prevention Plan.

3003 Utilities

- a. Discuss and review utility conflicts and coordinate with utilities to determine their schedules and relocation plans.

3004 Estimate and Construction Schedule

- a. Calculate the preliminary quantities and prepare a revised estimate, and update schedule.
- b. Determine length of time (calendar days) to construct project.

3005 Right-of-way Documents

- a. Prepare one tract map and an estimated two legal descriptions for each of the properties impacted by the project. The two legal descriptions are for a temporary construction easement and a permanent trail easement.

- b. City will insert legal descriptions into standard easement forms.
- c. City will conduct all acquisition efforts, including filing with the County-Registrar of Deeds.

Final Design/PS&E/100% CD Phase

- 4000 Final Design
 - a. Bridge Design
 - i. Prepare final plans and details.
 - ii. Fencing/handrail for approaches.
 - iii. Assess constructability, clearing, and staging for the bridge.
 - b. Retaining Wall Design
 - i. Prepare final plans and details for retaining walls.
- 4001 Final Plans - Update the plans based on the comments previous submittal. Includes:
 - a. Cover sheet (Using City standard.)
 - b. Typical sections
 - c. Quantities
 - d. Survey control and project coordinates
 - e. Trail plan and profile. (1"=40')
 - i. Signing and pavement marking
 - ii. Tree replacement
 - f. ADA ramp layouts
 - g. Storm drainage pipes (plan and section)
 - h. Bridge final details
 - i. Retaining wall final details
 - j. Permanent erosion control
 - k. Temporary erosion control
 - l. Landscaping final details
 - m. Miscellaneous Details
 - i. Bollards
 - ii. Fencing
 - n. Existing and proposed right-of-way layout
 - o. Construction sequencing plans and notes
 - i. Traffic control, creek protection, construction phasing, and tree protection.
 - p. Cross-sections
- 4002 Opinion of Probable Cost and Construction Schedule
 - a. Update the quantities and prepare a revised opinion of probable cost and update schedule.
- 4003 Specifications
 - a. Prepare technical specifications for the project, using City, MODOT and AWPA references.
 - b. Utilize City's standard contract (front-end) documents.
- 4004 Submit Plans
 - a. Submit plans to the City and MODOT for review after TranSystems' internal QA/QC is completed.
- 4005 Final Revisions
 - a. Update the plans.
 - b. Update the quantities and prepare a revised construction cost estimate.
 - c. Update technical specifications for the project.
 - d. Submit plans to the City and MODOT for review after TranSystems' internal QA/QC is completed.

Bidding and Construction Administration

5000 Bidding

- a. City to place Bid Documents on an on-line plan room for bidders to access.
- b. Provide addendums, bid evaluations and bid recommendation.

5001 Construction Administration

- a. Attend the Pre-Construction Conference.
- b. Review and comment, or approve, contractor's RFI's, RFP's, submittals, shop drawings related to the decking, samples and the results of tests and inspections.
- c. Attend a final walk through with City and the contractor.
- d. Provide one punch list to record final inspection approval.
- e. Provide a letter recommending project acceptance to the City.
- f. Provide one complete set of digital/electronic record drawings (pdf format) to the City based on construction changes documented by the Contractor. The construction changes are limited to the bid plans, and no new details or plan views will be created.

☞ END OF SCOPE ☞



105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Roberta Broeker, Interim Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

May 19, 2015

Mr. Joshua Smith
TranSystems Corporation
2400 Pershing Road, Suite 400
Kansas City, MO 64108

Dear Mr. Smith:

We have performed a cognizant review of the audit, and supporting working papers, of the Indirect Cost Rate of TranSystems Corporation for the year ended December 31, 2014 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm, KPMG, LLP. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

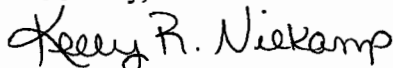
In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting working papers for the Indirect Cost Rates, and the related Accountant's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Consolidated Overhead Rate, including premium overtime FCCM	152.81% .17%
Consolidated Overhead Rate, excluding premium overtime FCCM	153.90% .17%
Consolidated Overhead Rate, excluding premium overtime from the direct labor base and including premium overtime in overhead FCCM	154.61% .17%

For State of Missouri projects, the audited rates for 2014 are applicable for proposal preparation and adjustment of invoices for cost plus-fixed-fee contracts until the issuance of an audit report covering the year ended December 31, 2015. The 2014 rates may also be used as provisional 2015 overhead rates on current invoices. If you have any questions, please contact Robert H. Mason at (573) 522-9578.

Sincerely,


Kelly R. Niekamp
Audit Manager



Our mission is to provide a world-class transportation experience that
delights our customers and promotes a prosperous Missouri.

www.modot.org



ATTACHMENT B
Survey and Design
Shepard to Rollins Trail Connection CPP 9999(523)
Columbia, Missouri

WORKFORCE AND FEE ESTIMATE
ESTIMATE OF HOURS

Team members shown on the right were used to estimate the fee. The actual personnel may vary.

*John Zimmermann
 Kristi Bardosi
 Greg Nelson
 Bob Morton
 David Glasterter
 Danette Yun
 Adam Dinkel
 Matt Reker
 Eric Viera
 Kelsey Krapp
 Aaron Moore
 Jacob Ambrose
 Kirk Baldwin
 Pheng Ly
 Jay Hart
 Anthony Meyers
 Angie Hoffmann*

TASK	Item	PM EC4	Eng EC1	Eng EC3	Tech T3	Eng ES3	Eng ES2	Tech T4	Tech T3	Sci SC3	Sci SC2	Eng EC3	Eng EC2	Surv S5	Surv S3	Surv S2	Tech T4	Cler A2	TOTAL
1000		21	13															4	38
2000		8	12		4					8			8						40
2001		1	4											2	30	30			67
2001	util	4	8											1	10	10			33
2002		1	4																5
3000		1	2	8								16	56					1	84
3001	a	1				6	10	1	24										42
3001	b	1	8		2	2	6		8										27
3001	c	1	4																5
3001	d		4									2	8						14
3001	e	8	36	16	40														100
3002		1	1							72	32							2	108
3003		1	4	8														2	15
3004		1	8																9
3005		1	2											16			16		35
4000	a	1	2			8	32	4	40										87
4000	b		2	4		2	12	1	16										37
4001		8	72	32	56														168
4002		1	8																9
4003		1	2	16														2	21
4004		2	2																4
4005		1	8																9
1000		21	13															4	38
2000		14	28		4					8			8	3	40	40			145
3000		16	69	32	42	8	16	1	32	72	32	18	64	16			16	5	439
4000		14	96	52	56	10	44	5	56									2	335
5000		65	206	84	102	18	60	6	88	80	32	18	72	19	40	40	16	11	957
		7%	22%	9%	11%	2%	6%	1%	9%	8%	3%	2%	8%	2%	4%	4%	2%	1%	



ATTACHMENT B

Survey and Design
Shepard to Rollins Trail Connection CPP 9999(523)
Columbia, Missouri

BASE ESTIMATE**Labor**

EC4	65 hours @	\$66.00 =	\$4,290.00
EC3	102 hours @	\$45.00 =	\$4,590.00
EC2	72 hours @	\$35.00 =	\$2,520.00
EC1	206 hours @	\$30.00 =	\$6,180.00
ES3	18 hours @	\$54.00 =	\$972.00
ES2	60 hours @	\$36.00 =	\$2,160.00
T4	22 hours @	\$38.00 =	\$836.00
T3	190 hours @	\$30.00 =	\$5,700.00
SC3	80 hours @	\$35.00 =	\$2,800.00
SC2	32 hours @	\$30.00 =	\$960.00
S5	19 hours @	\$47.00 =	\$893.00
S3	40 hours @	\$32.00 =	\$1,280.00
S2	40 hours @	\$21.00 =	\$840.00
A2	11 hours @	\$30.00 =	\$330.00
Subtotal - Labor:			\$34,351.00

Consolidated Overhead (154.61 %)	
Facilities Capital Cost of Money Rate (0.17 %)	
Subtotal - Overhead:		\$53,168.48

Total Labor & Overhead: \$87,519.48

14.5% Fixed Fee: \$12,690.32

Direct Costs

Mileage:	852 miles @	\$ 0.540 =	\$460.08
Lodging and Meals		=	\$1,022.61
Title Reports		=	\$1,240.00
Printing		=	\$200.00
Misc. Expenses (Delivery Services, etc.)		=	\$50.00

Subtotal - Other Expenses : \$2,972.69

Subcontract Pass-Through Costs

EDSI (Surveys) (DBE)	=	\$18,601.00
Landworks Studio (Landscape Architecture) (DBE)	=	\$12,150.00
SCI (Geotechnical Engineering)	=	\$10,980.00

Subtotal - Subconsultants: \$41,731.00

TOTAL PHASE B FEE: \$144,913.49

(Note - 21% DBE Participation in Phase B)



ATTACHMENT B
Bidding and Construction Administration
Shepard to Rollins Trail Connection CPP 9999(523)
Columbia, Missouri

WORKFORCE AND FEE ESTIMATE
ESTIMATE OF HOURS

Team members shown on the right were used to estimate the fee. The actual personnel may vary.

TASK	Item	Team Members																	TOTAL	
		John Zimmermann	Kristi Barbosi	Greg Nelson	Bob Morton	David Glasterter	Danelite Yun	Adam Dinkel	Matt Reker	Eric Viera	Kelsey Kropp	Aaron Moore	Jacob Ambrose	Kirk Baldwin	Pheng Ly	Jay Hart	Anthony Meyers	Angie Hoffmann		
		PM	Eng	Eng	Tech	Eng	Eng	Tech	Tech	Sci	Sci	Eng	Eng	Surv	Surv	Surv	Tech	Cler		
		EC4	EC1	EC3	T3	ES3	ES2	T4	T3	SC3	SC2	EC3	EC2	S5	S3	S2	T4	A2		
5000		12	8		2	1	8		2										1	34
5001		2	8		8	1	4		4											27
1000																				
2000																				
3000																				
4000																				
5000		14	16		10	2	12		6										1	61
		14	16		10	2	12		6										1	61
		23%	26%		16%	3%	20%		10%										2%	

ATTACHMENT B

**Bidding and Construction Administration
Shepard to Rollins Trail Connection CPP 9999(523)
Columbia, Missouri**

BASE ESTIMATE**Labor**

EC4	14 hours @	\$66.00 =	\$924.00
EC3	0 hours @	\$45.00 =	\$0.00
EC2	0 hours @	\$35.00 =	\$0.00
EC1	16 hours @	\$30.00 =	\$480.00
ES3	2 hours @	\$54.00 =	\$108.00
ES2	12 hours @	\$36.00 =	\$432.00
T4	0 hours @	\$38.00 =	\$0.00
T3	16 hours @	\$30.00 =	\$480.00
SC3	0 hours @	\$35.00 =	\$0.00
SC2	0 hours @	\$30.00 =	\$0.00
S5	0 hours @	\$47.00 =	\$0.00
S3	0 hours @	\$32.00 =	\$0.00
S2	0 hours @	\$21.00 =	\$0.00
A2	1 hours @	\$30.00 =	\$30.00
Subtotal - Labor:			\$2,454.00

Consolidated Overhead (154.61 %)	
Facilities Capital Cost of Money Rate (0.17 %)	
Subtotal - Overhead:		\$3,798.30

Total Labor & Overhead: \$6,252.30

14.5% Fixed Fee: \$906.58

Direct Costs

Mileage:	1,385 miles @	\$ 0.540 =	\$747.90
Printing		=	\$50.00
Misc. Expenses (Delivery Services, etc.)		=	\$0.00

Subtotal (Rounded) - Other Expenses : \$798.00

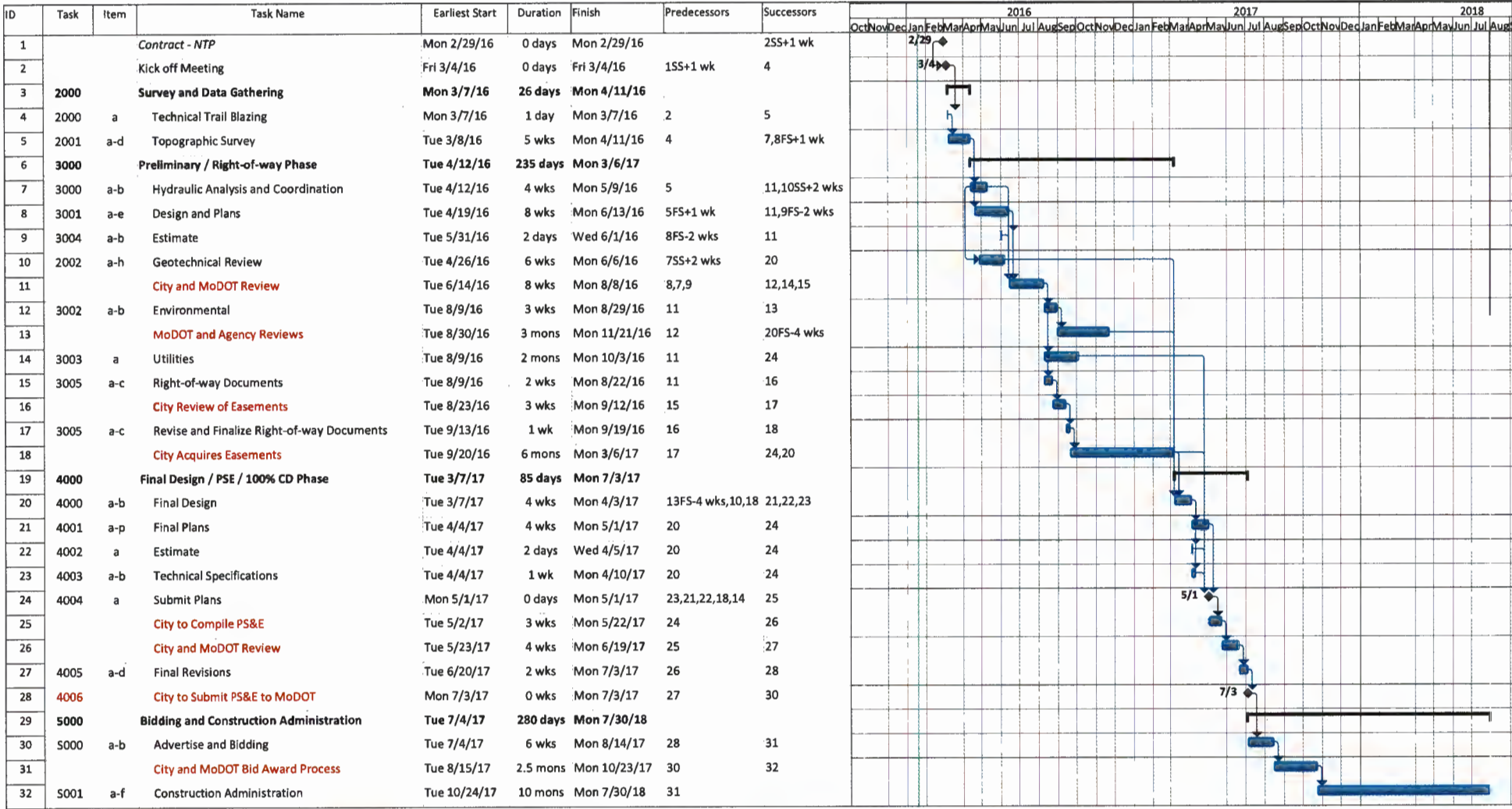
Subcontract Pass-Through Costs

=
=
=

Subtotal - Subconsultants: \$0.00

TOTAL PHASE B FEE: \$7,956.88

(Note - 0% DBE Participation in Phase B)



Project: Shepard to Rollins
Phase 2
Date: Tue 1/19/16

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
Split		External Tasks		Inactive Summary		Manual Summary		Critical Split
Milestone		External Milestone		Manual Task		Start-only		Progress
Summary		Inactive Task		Duration-only		Finish-only		



SCI ENGINEERING, INC.

CONSULTANTS IN DEVELOPMENT,
DESIGN AND CONSTRUCTION
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

January 11, 2016

Mr. John W. Zimmermann, P.E.
TranSystems
2400 Pershing Road, Suite 400
Kansas City, Missouri 64108

RE: Proposal for Geotechnical Exploration
Shepards to Rollins Trail
Columbia, Missouri
SCI No. 2014-7017.10

Dear Mr. Zimmermann:

SCI Engineering, Inc. (SCI) is providing this proposal for a geotechnical exploration for the above project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations and earth-related phases of the project.

PROJECT DESCRIPTION

The proposed improvements include the construction of a pedestrian trail connecting the east end of Rollins Street to Shepard Boulevard in Columbia, Missouri. Based on the information you provided the new trail will include the construction of a new bridge and two retaining walls with a maximum height of 5 feet.

SCI also offers other services for preliminary site development. These services include:

- Phase One Environmental Site Assessments
- Cultural Resource Surveys
- Wetland delineation/Section 404 permitting

If you would like to discuss these services in more detail or need a proposal, please let us know.

GEOTECHNICAL SERVICES

SCI's will provide the following scope of services for the project:

- a. Contact Missouri One-Call system before the start of exploration.
- b. Coordinate with the surveyor to stake borings at same time as surveying.

- c. Provide minimal pruning and clearing of the site to access the boring locations. Cleared material will be removed from site. No trees over 4 inches in diameter will be cut down.
- d. Provide borings, investigations and observations at locations and elevations requested, which will include:
 - i. Two deep borings for the bridge foundations. Boring to be advanced to a depth of 40 feet or 5 feet into rock, whichever is at the higher elevation.
 - ii. Four shallow borings (7.5 feet deep) for the proposed walls.
 - iii. Two hand auger borings (5 feet deep) for trail subgrade and construction support and soil chemical analysis for seeding and landscaping.
- e. Test soil samples for common engineering properties of dry density, Atterberg limits, consolidation potential, moisture content, unconfined compressive strength, etc.
- f. Review global stability for the two proposed walls.
- g. Summarize findings in geotechnical report that will be referenced by the Engineer and Contractor.

COST AND SCHEDULE

SCI will provide the above geotechnical services for a lump-sum fee of **\$10,980.00**. We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start drilling the site, weather permitting, about seven to ten business days thereafter. We anticipate that the exploration will be completed in two days; however, we cannot mobilize the drill rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately four to five weeks following the field exploration; however, verbal findings should be available within a few days after completion of the drilling.

CONDITIONS

- The above fee is based on a maximum of 120 feet of soil drilling and 10 feet of rock coring. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for \$24.00 per foot for soil drilling and \$55.00 per foot for rock coring.
- No costs associated with union labor or permits are included in this proposal.
- Our fee, which is valid for up to 90 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig.
- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

CLIENT RESPONSIBILITIES AND AUTHORIZATION

Please provide formal authorization for this project by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

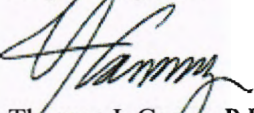
We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; if you would like to discuss the above scope or schedule in any way; or if you would like us to address environmental services, archaeological or wetlands issues, or construction testing and observation.

Respectfully,

SCI ENGINEERING, INC.



Christopher L. Mathews, P.E.
Project Engineer



Thomas J. Casey, P.E.
Senior Engineer

CLM/TJC/tlw

Enclosures

Acceptance of Proposal for Professional Services
General Terms and Conditions



ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Shepards to Rollins Trail – Geotechnical Exploration

Project Number: 2014-7017.10 / CLM

Date: January 11, 2016

Fee: Lump-sum fee of \$10,980.00 as detailed in the referenced proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: Address:
Signature: City,State,Zip:
Company Name: Telephone:
Date: Email:

Party responsible for payment: (if different than Accepted By)

Name and Title: Address:
Signature: City,State,Zip:
Company Name: Telephone:
Date: Email:

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Table with 3 columns: Company and Contact Name, Address (Printed) or Email (Electronic), No. Printed Reports

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability

insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be in conflict with this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon

as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

10. SITE SAFETY With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. ENVIRONMENTAL SITE ASSESSMENT An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

15. FAILURE TO FOLLOW RECOMMENDATIONS SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

16. ALTERATION OF INSTRUMENTS OF SERVICE Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

17. MOLD DISCLAIMER The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

18. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. **THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.**

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk*. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy*. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

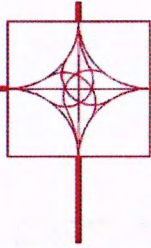
Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



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EDSI

ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

**Project: Columbia - Shepard to Rollins Connector
Trail Design**

Prepared by: Brett Brooks

Date Prepared: August 19, 2015

Date Revised: January 11, 2016

<i>Topographic Survey</i>	<i>\$18,601</i> *
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**See Attached Sheets For Details*

Engineering Design Source, Inc.

Date Prepared: January 11, 2016

Project Name: Columbia - Shepard to Rollins Connector Trail Design

Service Group: Topographic Survey

Task Item	Principal	Sr. Surveyor	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Utility Coordination - For Location								
1.1 Coordination & Scheduling								0
1.2 Submitting One Call Tickets								0
1.3 Map Requests and Trips to Utility Offices								0
1.4 Field Meetings with Utility Representative								0
1.5 Survey Locations of Marked Utilities								0
1.6 Log Utility Data and Scan All Maps								0
1.7 Process Basefile & Incorporate Record Facility Data								0
1.8 QA/QC								0
SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
2. Topographic Survey								
2.1 Coordination & Scheduling			4					4
2.2 Field Work - Proposed Trail (3,400)						56		56
2.3 Process Data				40				40
2.4 Annotate Drawings					8			8
2.5 Create TIN				24				24
2.6 QA/QC			8					8
SUB-TOTAL HOURS	0	0	12	64	8	56	0	140
3. Final Base Drawings								
3.1 Finalize CAD Basemap / Address Comments				8				8
3.2 Final QA/QC & Submittal		4						4
SUB-TOTAL HOURS	0	4	0	8	0	0	0	12
MAN HOURS BY CLASSIFICATION	0	4	12	72	8	56	0	152
Unburdened Rate	\$59.00	\$46.37	\$40.00	\$29.35	\$24.12	\$49.20	\$24.86	
Overhead Rate 154.55%	\$91.18	\$71.66	\$61.82	\$45.36	\$37.28	\$76.04	\$38.42	
Profit 12%	\$18.02	\$14.16	\$12.22	\$8.97	\$7.37	\$15.03	\$7.59	
Average Hourly Billing Rate	\$168.21	\$132.20	\$114.04	\$83.68	\$68.77	\$140.27	\$70.87	LABOR-TOTAL
COST BY CLASSIFICATION	\$0	\$529	\$1,388	\$6,025	\$550	\$7,855	\$0	\$15,327

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying - Small	\$7.50	\$0.15	50	Each
Printing/Copying - Large	\$4.00	\$1.00	4	Each
Courier	\$0.00	\$15.00	0	Each
Vehicle Usage	\$315.00	\$45.00	7	Per Day
VRS Enabled GPS	\$0.00	\$50.00	0	Per Day
Lodging	\$1,162.00	\$83.00	14	Per Night
Meals and Incidentals	\$736.00	\$46.00	16	Per Day
Misc. Survey Supplies	\$50.00	\$50.00	1	Lump Sum
DIRECT COST - TOTAL	\$2,274.50			

Assumptions:

- EDSI will be provided inner-visible project control along the proposed corridor
- EDSI will complete a 40 foot wide corridor survey centered on the proposed alignment.
- EDSI will not be performing right of way or boundary surveys.
- EDSI will not be performing utility coordination or mapping.

Topographic Survey Total Fee \$18,601



December 15, 2015

TranSystems
Mr. John Zimmermann, PE
2400 Pershing Road
Suite 400
Kansas City, MO 64108

RE: Scope and Fee for Shepard to Rollins Trail – Columbia, MO

Preliminary Plans - \$7,105 (68 Hours)

- 1) Kick-Off Meeting
- 2) Temporary Erosion Control
- 3) Tree Preservation Plans
- 4) Very Minimal Planting Plans (8 trees suggested)

Final PS&E - \$4,745 (46 Hours)

- 1) Design Team Conference Call
- 2) Temporary Erosion Control
 - Specifications
 - Cost Estimates
- 3) Tree Preservation Plans/Details
 - Specifications
 - Cost Estimates
- 4) Planting Plans
 - Specifications
 - Cost Estimates

Expenses are not expected to exceed \$300 and include mileage to (1) meeting and printing/plotting.

Sincerely,

A handwritten signature in black ink that reads "Carisa L. McMullen".

Carisa L. McMullen, PLA
Principal

Attachment C
Disadvantage Business Enterprise Contract Provisions

1. Policy: 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.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that 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 Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer 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. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: 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 Engineer 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 Engineer 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 Engineer 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 Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer 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. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer 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 Engineer 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 Engineer.

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 Engineer'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 Engineer, 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 Engineer 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 Engineer.

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

Attachment D – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): TranSystem Corporation

Project Owner (LPA): City of Columbia

Project Name: Shepard to Rollins Trail Connection

Project Number: CPP 9999(523)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. 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 identified, 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: _____

Printed Name: Frank Weatherford

Signature: _____

Signature: Frank Weatherford

Date: _____

Date: 2/1/16