

**AGREEMENT**  
**For**  
**PROFESSIONAL ENGINEERING SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**MIDWEST ENVIRONMENTAL CONSULTANTS CO**

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "City"), and **Midwest Environmental Consultants Co.** (hereinafter called "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date").

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

**Environmental Engineering Services related to a property located at 210 Orr St., Columbia, Missouri which consists of tracts of property described as Parcel 17-117-00-00-004.00 01 and Parcel 17-117-00-14-002.00 01 as identified by the Boone County Assessor's Office**

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 Exhibit A - "Scope of Basic Services," dated **May 6, 2021** (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>
<b>Lindsey R. Henry, PE</b> <b>Project Principal</b>	<b>Project Manager</b>
<b>Rick Elgin, RG</b> <b>Project Geologist</b>	<b>Technical Review</b>
<b>Ross Schmutzler</b> <b>Environmental Manager</b>	<b>Technical Review</b>

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.

2.2 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.

### 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. Engineer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.
- 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 **Erin K. Keys, P.E.**, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this

Agreement. The City's designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to Engineer.

4.7 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Project.

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

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

#### SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **75 days** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

#### SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, City shall pay Engineer the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached as Exhibit B). Such rates include overhead and profit. The schedule may be revised annually if the term of this Agreement exceeds one (1) year. To be effective, any revision in the Schedule of Hourly Labor Billing Rates shall be provided by Engineer to City as least thirty (30) days prior to work performed under this Agreement to which such rates apply.

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

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

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

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

6.1.1.6 Total payment for Scope of Basic Services and all other expenses and costs to City under this Agreement and described herein **shall not exceed \$Forty-Three thousand Five Hundred Dollars (\$43,500.00).**

## 6.2 Payments

6.2.1 Engineer shall submit an invoice for services rendered to City not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Engineer for the services rendered, provided City does not contest the invoice.

## 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 **\$3,000,000** aggregate. For policies written on a "Claims-Made" basis, Engineer agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Engineer agrees to purchase a SERP with a minimum reporting period not less than two **(2)** years. The requirement to purchase a SERP shall not relieve Engineer of the obligation to provide replacement coverage.

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

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

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

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

**Waiver of Subrogation** Engineer agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of

Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

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

**Right to Revise or Reject** City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, 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. Any provision of the Scope of Basic Services that limits this provision or seeks to impose liability on the City for the action, claim of liability for injury of any third party is in conflict with this provision and not enforceable. City for 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.

## 7.2           Professional Responsibility

### 7.2.1           Missouri Licensure & Certificate of Authority

Engineer certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional engineer as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Engineer understands and agrees that the person personally in charge and supervising the professional engineering services of Engineer under this Agreement shall be licensed

and authorized to practice engineering in Missouri, and that Engineer will keep and maintain a valid certificate of authority from APEPLSPLA.

7.2.2 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.

7.2.3 In addition, Engineer will be responsible to City for damages caused by its negligent conduct during its activities.

7.2.4 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. Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

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 and/or schedule, 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 Engineer's services or if City fails to make any payment to Engineer on account of its services and expenses within ninety (90) days after receipt of Engineer's bill therefor, Engineer may, after giving seven (7) days' written notice to City, suspend services under this Agreement until City has satisfied his obligations under this Agreement.

#### 7.7 Termination

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

7.7.1 In the event of City's termination of 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.

#### 7.8 Publications

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

#### 7.9 Nondiscrimination

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

7.9.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, or gender identity. 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, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Engineer agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 Engineer shall, in all solicitation or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.

7.9.3 Engineer shall comply with all provisions of local, 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 themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither City nor Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing

This 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 they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this Agreement, 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 Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, Engineer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

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.

7.17 Counterparts and Electronic Signatures  
This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7.18 No Third-Party Beneficiary.  
No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement. Neither party is providing or has provided any assurance to any third party that the third party may rely on reports prepared by Engineer under the Scope of Basic Services. Nothing in

this paragraph limits in any way the applicability of Paragraphs 7.1.2 and 7.2 through 7.2.4.

7.19 Agreement Documents

This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work
B	Hourly Fee Schedule
C	Work Authorization Affidavit

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

7.20 Entire Agreement

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

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
City Manager *JRS*

Date: \_\_\_\_\_

ATTESTED BY:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor *SV (for Jack)*

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44808830-604990 00616**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
\_\_\_\_\_  
Director of Finance

**MIDWEST ENVIRONMENTAL  
CONSULTANTS CO.**

By: *Jacques Kelly*  
\_\_\_\_\_  
Date: *5/11/2021*  
\_\_\_\_\_

ATTEST:

By: *AS*  
\_\_\_\_\_  
Name: *Amy Sankey*  
\_\_\_\_\_

# Exhibit A



May 6, 2021

Ms. Wendy Lister  
City of Columbia – Public Works Department  
701 E. Broadway  
Columbia, MO 65201

Re: Services to be provided by Midwest Environmental Consultants (hereinafter "MEC") to City of Columbia Public Works Department (hereinafter "Owner/User") to provide Environmental Engineering Services related to a property located at 210 Orr St., Columbia, Missouri, the "Project")

2009 E. McCarty St.  
Suite 2  
Jefferson City, MO 65101  
voice: 573.636.9454  
fax: 573.761.4200

Dear Ms. Lister:

This is to confirm our mutual agreement that MEC will provide services to Owner/User in connection with the Project upon the terms and conditions hereinafter described.

1350 E. Kingsley St.  
Suite E  
Springfield, MO 65804  
voice: 417.886.9200  
fax: 417.886.9876

**Project Understanding**

The City of Columbia Public Works Department has requested assistance with an environmental review of a property located at 210 Orr Street. The site was the location of the AmerenUE utility service headquarters, and prior to that, it held two gas holders for the former manufactured gas plant (FMGP) located across Orr Street to the west, which operated from approximately 1875 to 1932. This parcel was not remediated during the 1994 cleanup of that site under Superfund. Ameren enrolled the site into the Brownfields Voluntary Cleanup Program (BVCP) in 2006 and performed a remedial clean-up in 2013 to 2014. A Site Management Plan was developed to provide for future management of residual contaminants during any future redevelopment and reuse of the site. The Plan was attached to an Environmental Covenant placed in the property's chain of title. The Covenant includes limitations on property use and requires the owner to follow the Management Plan.

[www.mecpc.com](http://www.mecpc.com)

**Scope of Services**

MEC will complete the following tasks as part of the environmental review of the property located at 210 Orr Street. MEC will work closely with City staff as we move through this scope of work. This scope may need to be revised as new information is discovered.

1. **Phase I Environmental Assessment:** A Phase I Environmental Assessment is to be performed in accordance with *ASTM E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* on the above referenced property. The Phase I is not a comprehensive site characterization and is limited to those matters detailed in ASTM E 1527-05 as a *recognized environmental condition*, (i.e. "the presence or likely presence of any hazardous substance or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of release of any hazardous substance or petroleum products into structures on the property or into the ground, ground water or surface water of the property). "Non-

scope" issues identified in ASTM E 1527-05 as wetlands, endangered species, asbestos containing materials, lead-based paint, ecological resources, cultural and historic resources, industrial hygiene, health and safety, indoor air quality, high voltage powerlines, and radon are not included in this assessment. Neither vapor intrusion determination, or soil and groundwater sampling and chemical analysis are a part of this evaluation.

For the limited purposes of a Phase I, MEC will review certain federal, state and local records, conduct interviews and visually observe the subject property, but MEC is not responsible for the accuracy of those records and information. Additionally, MEC may rely in part on information supplied by representatives of the Owner/User and cannot be responsible for information that may not be disclosed to MEC.

The Owner/User's responsibilities, as specified in ASTM 1527-05, for *all appropriate inquiry* to qualify for *Landowner Liability Protections* to Superfund liability includes the following, if available: checking title records for environmental liens or activity land use limitations that have been filed or recorded; providing any specialized knowledge or experience with the property prior to MEC's conducting the site reconnaissance; providing information that the purchase price is significantly less than the purchase price of comparable properties; providing commonly known or reasonable ascertainable information concerning the property; and providing the degree of obviousness of the presence or likely presence of contamination at the property and the ability to detect the contamination by appropriate investigation.

For reliance purposes, the Owner/User shall also provide the names of any third parties that will be relying on the report and shall indemnify, defend and hold MEC harmless from any claim or liability for injury allegedly arising from any third-party reliance on MEC's instrument of service without MEC's specific authorization to do so. Third party names provided by the Owner/User that rely on MEC's report must agree to be bound to the same conditions and limitations within this proposal as the Owner/User.

MEC will provide an electronic copy of the report. Hard copies of the report can be provided for a sum of \$100 per report. Third-party reliance letters requested after the report is issued will be handled on a case by case basis, for an additional fee of \$500.

**Estimated Cost:           \$3,500**

2. **Work Plan Development:** MEC will review existing, publicly available, data and information on the Orr St. property to determine the best track to move forward with this project to develop this area as a potential greenspace. MEC will meet with City staff in Columbia to discuss this plan.

**Estimated Cost:           \$5,000**

3. **MDNR File Review and Discussions:** MEC will complete a review of the MDNR Brownfield/Voluntary Cleanup files and other previous files associated with the 210 Orr St. property and other impacted properties in the near vicinity. The review will include the steps associated with clean up and why the excavation was limited such as existing

utilities and other. This will specifically include the information regarding the restricted land use included in the Environmental Covenant and Site Management Plan associated with the site. This review will target the negotiations between MDNR and Ameren and the final decision of the risk-based result and what would be needed to move to an unrestricted use.

We will also attempt to identify any remediation that occurred within Orr Street and the fire station/administration building. The biennial groundwater monitoring completed on the fire station property will be reviewed and any concerns will be passed on to the City.

MEC will also review the MRBCA guidance to determine what would be necessary to conduct a Tier 3 evaluation on the 210 Orr St. property. Initial limits will be identified to determine what the likelihood would be to obtain approval of the Tier 3 for this property.

MEC will meet with the City and the MDNR to discuss the steps necessary to move forward with a property purchase and/or a long-term lease to develop the Orr St. property into parking and green space. No contact will be made with MDNR until approval is given by the City.

**Estimated Cost:           \$20,000**

4. **Coordination with City Environmental Attorney:** MEC will be available to meet with the City's Environmental Attorney in an attempt to identify the City's potential liability associated with the intended project. We will be available to provide input during negotiations with Ameren as needed. One meeting in Columbia is included.

**Estimated Cost:           \$5,000**

5. **Phase II Environmental Assessment:** At this time it is not proposed to complete any additional investigation or testing of the area on and around the Orr St. property. If during this study Phase II work is needed MEC will prepare a scope of work for the City's approval.

**Estimated Cost:           TBD**

6. **Coordination with MDNR and Ameren:** MEC will be available to meet with Ameren, the City, the City's Environmental Attorney for any discussions associated with the purchase or lease of this property to provide input as needed.

**Estimated Cost:           \$5,000**

7. **Present Findings to Columbia City Council:** MEC will be available to present the findings and the chosen plan to the City Council regarding the plan to move forward with the potential development of this property.

**Estimated Cost:           \$5,000**



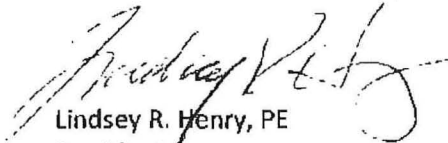
**Compensation**

Services will be provided on a time and materials basis as per MEC's current rate schedule (see attached) with a not-to-exceed amount of **\$43,500.00**. MEC will submit invoices to Owner for the payment. Owner will pay the full amount of each invoice within thirty (30) days of the invoice date. If payment is not received when due, MEC has the right to suspend services upon written notice to the Owner, and to terminate the contract at any time if payment is not made after suspension.

MEC will submit invoices to Owner/User for the payment. Owner/User will pay the full amount of each invoice within thirty (30) days of the invoice date. If payment is not received when due, MEC has the right to suspend services upon written notice to the Owner/User, and to terminate the contract at any time if payment is not made after suspension. Furthermore, MEC may recover interest (1.5% per month) on past due amounts and/or recover legal fees necessary to collect payment. Each party of this agreement (MEC and Owner/User) is responsible for its sole negligence with regard to this project. In the case of any dispute, alternate dispute resolution will be used rather than litigation.

Sincerely,

**Midwest Environmental Consultants**



Lindsey R. Henry, PE  
President

# Exhibit B

## MIDWEST ENVIRONMENTAL CONSULTANTS CO

### Rate Schedule (Effective 1/1/2021)

Project Principal	178 \$/hr
Senior Advisor	178 \$/hr
Senior Project Manager	168 \$/hr
Registered Geologist	168 \$/hr
Senior Project Engineer	168 \$/hr
Project Manager	151 \$/hr
Project Engineer	151 \$/hr
Associate Engineer	141 \$/hr
Senior Geologist	127 \$/hr
Environmental Manager	131 \$/hr
Staff Engineer	118 \$/hr
Staff Geologist	118 \$/hr
Environmental Scientist III	124 \$/hr
Environmental Scientist II	113 \$/hr
Environmental Scientist I	108 \$/hr
Engineering Technician/CAD Operator	108 \$/hr
Project Administrator	81 \$/hr
Project Assistant/Word Processing	67 \$/hr
Mileage	0.60 \$/mile
Field Vehicle	110 \$/day
Expenses & Subcontracted Services	Cost + 15%
Principal/Expert Witness	200 - 250 \$/hr

Rates may be updated on an annual basis.

**NOTICE TO VENDORS**  
**Section 285.525 – 285.550 RSMo Effective January 1, 2009**

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

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

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

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

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

County of Cole )  
State of Missouri ) ss.  
 )

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

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

[Signature]  
\_\_\_\_\_

Affiant

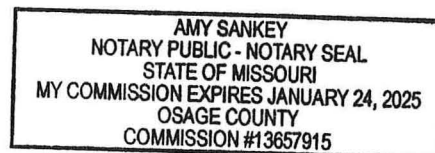
Lindsey Henry  
\_\_\_\_\_

Printed Name

Subscribed and sworn to before me this 11<sup>th</sup> day of May,  
2021.

[Signature]  
\_\_\_\_\_

Notary Public

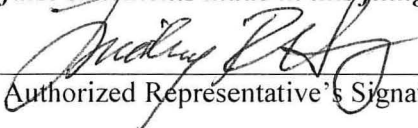


**AFFIDAVIT OF WORK AUTHORIZATION**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Lindsey R. Henry (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Midwest Environmental Consultants Co (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Midwest Environmental Consultants Co (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

<u></u> Authorized Representative's Signature	<u>Lindsey R. Henry</u> Printed Name
<u>President</u> Title	<u>5/11/2021</u> Date
<u>lhenry@mecpc.com</u> E-Mail Address	<u>197087</u> E-Verify Company ID Number

Subscribed and sworn to before me this 11<sup>th</sup> (DAY) of May, 2021 (MONTH, YEAR). I am commissioned as a notary public within the County of Osage (NAME OF COUNTY), State of Missouri (NAME OF STATE), and my commission expires on 1-24-25 (DATE).

<u></u> Signature of Notary	<u>5-11-21</u> Date
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AMY SANKEY  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JANUARY 24, 2025  
OSAGE COUNTY  
COMMISSION #13657915