

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
WEAVER CONSULTANTS GROUP, LLC

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Weaver Consultants Group, LLC** (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:

**Columbia Sanitary Landfill Horizontal Expansion
Permitting Project – Phase II**
(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 **May 15, 2019** (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>
Dustin Thoenen, P.E., Project Manager	Project Manager, Certifying Engineer
Andy Limmer, P.G., Senior Project Manager	Certifying Geologist
Michele Clark, Senior Project Director	Project Director

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 **David Sorrell, Assistant Director City Utilities**, 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 **640** 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). 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 \$1,072,012.**

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 **\$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, 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.

7.2 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 at the PROJECT site or in the field.

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 No Waiver of Immunities

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

7.16 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 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 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

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *NTM*

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **55716588-604990 RF061**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

WEAVER CONSULTANTS GROUP, LLC

By: *Ch. Hall* _____

Date: *6/5/19* _____

ATTEST:

By: *Sarah Calhoun* _____

Name: *Sarah Calhoun* _____

EXHIBIT A

SCOPE OF SERVICES

**SOLID WASTE UTILITY
CITY OF COLUMBIA LANDFILL
HORIZONTAL EXPANSION PERMITTING PROJECT
COLUMBIA, MISSOURI**

General

Engineer shall not begin work outlined in this section without written authorization from the City.

The City of Columbia, Missouri (City) currently owns and operates a sanitary landfill in Boone County, Missouri. The existing landfill is divided into two sections: a 51-acre pre-Subtitle D section in the north, and a 56-acre Subtitle D section to the south. The 56-acre Subtitle D disposal area is divided into six cells. Cells 1-5 are constructed, with current disposal operations occurring in Cell 5. Cell 6 (final cell) has been constructed and has begun receiving waste in Spring 2019. Filling will progress to Cell 6 and then into areas with remaining airspace within the permitted boundary to bring the Landfill to the permitted final grades.

The remaining life of the existing Landfill was estimated by Burns & McDonnell as part of the 2016 Vertical Permit Modification. The Remaining Life was derived by calculating the remaining disposal volume and then applying an assumed waste generation rate and an airspace utilization factor (AUF) to calculate the approximate amount of airspace consumed at the Landfill each year, until no volume remains. From these calculations, the existing Landfill is estimated to reach capacity between 2026 and 2031.

As a part of the City of Columbia Landfill Site Master Plan, dated August 2017 (Master Plan), expansion alternatives were analyzed and identified. Findings from the Master Plan identified an expansion area south of the landfill as the best option to serve the City for future waste disposal and renewable energy source. The Scope of Services defined below identifies the specific tasks, deliverables and approvals needed to complete the Detailed Site Investigation (DSI) to prepare a design and permit a new landfill on the City property.

1. **Project Management, Administration and Controls.** The Engineer will provide ongoing direction and management of the project as a whole. Coordinate drilling and geotechnical laboratory contractors, coordinate other subcontractors, review budgets, review geologic information with respect to the Missouri solid waste requirements, and quality of work throughout the course of the Project. Provide project status reports to the City with each

- phase of project completion and at the end of the project. Generate invoices and ensure timely payments are made. Perform site visits/meetings to discuss progress and potential issues.
2. **DSI Project Meetings.** The Engineer anticipates that at least two meetings with the Missouri Geology Survey's Geologic Support Program (MGS-GSP) will be required as subsurface information is collected. The Community Involvement Session with the MGS-GSP required by Missouri State Statutes is also included below as a project meeting.
 - 2.1. Project Meeting after Phase I investigation. The Engineer will meet with the MGS to provide an update on findings of the Phase I investigation. The Engineer will provide any revisions to the site investigation work plan after the initial phase of the subsurface investigation is completed under the direction of the MGS. The meeting is anticipated to be held at the MGS office in Rolla, MO.
 - 2.2. Project Meeting at or near completion of the DSI. The Engineer will meet with the MGS during the site investigation or at the completion of the investigation to review the boring locations and the rock core samples collected from the borings.
 - 2.3. Community Involvement Session. The Community Involvement Session is required per 260.205.3(3) RSMo. to occur at least 60 days before MGS-GSP receives a report on the results of the DSI. The Engineer will assist the City in setting up and conducting the Community Involvement Session. A public comment period will also begin the day of the Community Involvement Session and continue for at least 30 days after the session. The applicant must respond to all persons submitting comments during the public comment period no more than 30 days after they are received. The Engineer will assist the City in responding to comments made on the DSI Report and at the Community Involvement Session.
 3. **Detailed Site Investigation.** Engineer will complete the Detailed Site Investigation (DSI) following approval of the DSI Work Plan by the MDNR's Geological Survey Program (GSP). If geologic features are present that may be prohibitive to landfill expansion are identified during the DSI, the area of the adverse geologic features will be discussed with the City and the DSI Work Plan will be modified as needed.
 - 3.1. DSI Field Work. The DSI field work includes advancing 73 borings and test pits, collecting subsurface samples of the water bearing units and confining units, performing in situ aquifer testing, and completing the borings as piezometers. The piezometers will be measured monthly for up to one year following installation per Missouri state regulations. The geologic and hydrogeologic information obtained during the DSI will be used to design a landfill that complies with the Missouri solid waste regulations. Samples taken during the field work will be analyzed by a local laboratory according to the approved DSI work plan. Samples will also be labeled and stored at the site.

- 3.2. DSI Report: Findings from the DSI field work will be incorporated into the DSI Report for submission to the MGS-GSP. A Missouri registered professional geologist will supervise and seal the DSI Report.
4. **Landfill Design Development.** The Engineer will develop preliminary design options for the bottom elevation of the landfill as data becomes available from the DSI fieldwork. The current conceptual design developed by Burns and MacDonnell is subject to design changes as hydrogeologic data becomes available through the DSI. Design limitations with respect to Missouri State Regulations will be the guiding factors for the bottom elevation of the landfill. The Engineer shall provide design options to the City and incorporate into the Community Involvement Session.
5. **Phase 2/4 Endangered Species Study.** Findings from the Phase 1 Endangered Species Study in the Site Location Restriction Demonstration from Phase 1 of the project will dictate the extent of a Phase 2 – Summer Presence/Absence Survey and Phase 4 – Radio Tracking/Emergence Studies for endangered species of bats. At the time of this scope of work, the habitat assessment from Phase 1 has yet to be completed. However, given previous investigations in the project area, and some initial discussions with the US Fish and Wildlife Service (USFWS), it is assumed that the Phase 2 and 4 of the Endangered Species Study will be needed for an area of approximately 105 acres of potential habitat.

The Engineer shall complete Phase 2 - Summer Presence/Absence Surveys using Mist Netting techniques according to the USFWS Range-Wide Indiana Bat Survey Guidelines (Guideline) dated April 2019. For an area of 105 acres on a non-linear project, the Guideline requires a minimum of 9 net nights. In the event of an endangered bat capture, the project will require a Phase 4 project completion of radio-tracking and emergence surveys. It is anticipated that up to 5 bats of each endangered species (Northern Long-Eared Bat and Indiana Bat) could be captured during the study. Each capture requires the bat to be equipped with a radio transmitter according to the Guideline. Each bat would then be tracked using the transmitter for a minimum of 7 days. The Engineer shall then prepare a report of the Phase 2 and Phase 4 results and submit to the local USFWS field office with information provided in the Guideline. The cost estimate provided in Attachment B2 assumes a maximum of 9 net nights and the capture and tracking of a maximum of 10 bats.

OWNER RESPONSIBILITIES

Owner shall be responsible for the following items:

1. Owner shall provide heavy equipment and an operator needed to conduct the Phase I test pits.
2. Owner shall provide a location to store samples of soil and rock collected during the DSI.
3. Owner shall allow access to the site for the Endangered Species Study.

SUPPLEMENTAL SERVICES

Any Work requested by the City that is not included in one of the items listed in Work described will be considered a supplemental service.

COST OF SERVICES

**SOLID WASTE UTILITY
CITY OF COLUMBIA LANDFILL LATERAL EXPANSION
DESIGN AND PERMITTING SERVICES
COLUMBIA, MISSOURI**

Phase/Task	Man-Hours	Labor Cost	Expenses	Sub-Contractor Cost	Total Cost
1 - Project Administration and Controls	325	\$ 40,130	\$ -	\$ -	\$ 40,130
2 - Project Meetings					
2.1 - DSI MGS Meeting 1	26	\$ 3,692	\$ 680	\$ -	\$ 4,372
2.2 - DSI MGS Meeting 2	26	\$ 3,692	\$ 680	\$ -	\$ 4,372
2.3 - Community Involvement Session	36	\$ 5,092	\$ 225	\$ -	\$ 5,317
3 - Detailed Site Investigation					
3.1 - Field Work	1764	\$ 161,860	\$ 35,820	\$ 719,273	\$ 916,953
3.2 - DSI Report	176	\$ 18,496	\$ 890	\$ -	\$ 19,386
4 - Landfill Design Development	174	\$ 23,332	\$ -	\$ -	\$ 23,332
5 - Phase 2/4 Endangered Species Study	21	\$ 3,150	\$ -	\$ 55,000	\$ 58,150
SUBTOTALS	2548	\$259,444	\$ 38,295	\$ 774,273	
TOTAL					\$ 1,072,012

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective January 1, 2018)**

I. PROFESSIONAL STAFF	Unit	U.S. \$
a) Principal/Corporate Consultant	Hr	210.00
b) Senior Project Director	Hr	197.00
c) Project Director	Hr	184.00
d) Senior Project Manager	Hr	164.00
e) Senior Project Engineer/Scientist/Environmental Specialist	Hr	150.00
f) Project Manager.....	Hr	140.00
g) Senior Industrial Hygienist.....	Hr	132.00
h) Project Engineer/Scientist/Environmental Specialist	Hr	120.00
i) Staff Engineer/Scientist/Environmental Specialist	Hr	110.00
j) Geotechnical Engineer.....	Hr	105.00
k) Staff Environmental Geologist	Hr	94.00
l) Engineer/Scientist/Environmental Specialist/Industrial Hygienist.....	Hr	90.00
II. TECHNICAL STAFF		
a) Union Engineering Technician-Journeyman	Hr	125.00
b) Union Engineering Technician	Hr	120.00
c) Construction Superintendent	Hr	110.00
d) Construction Manager	Hr	96.00
e) System Specialist III.....	Hr	138.00
f) System Specialist II	Hr	105.00
g) System Specialist I.....	Hr	96.00
h) System Technician.....	Hr	83.00
i) Field Engineer/Scientist/Environmental Specialist.....	Hr	100.00
j) Certified Technician	Hr	76.00
k) Senior Engineering Technician.....	Hr	72.00
l) Engineering Technician II	Hr	65.00
m) Engineering Technician I.....	Hr	55.00
III. SUPPORT STAFF		
a) Senior CAD Designer	Hr	115.00
b) CAD Designer III	Hr	108.00
c) CAD Designer II.....	Hr	95.00
d) CAD Designer I.....	Hr	72.00
e) Technical Assistant.....	Hr	68.00
f) Clerical/Word Processing.....	Hr	68.00
IV. SURVEYING		
a) Senior Professional Land Surveyor	Hr	154.00
b) Professional Land Surveyor.....	Hr	136.00
c) Survey Project Coordinator	Hr.	116.00
d) Survey Party Chief.....	Hr	105.00
e) Survey Technician II	Hr	65.00
f) Survey Technician I.....	Hr	53.00
g) Survey Party - 1 Person/GPS or Robotic	Hr	155.00
h) Survey Party - 2 Person/GPS or Robotic	Hr	200.00
i) Survey Party – 2 Person Unmanned Aircraft.....	Day	2,100.00
V. GENERAL EXPENSES		
a) Automobile Transportation.....	Mi.	0.75
b) Subcontract Service or Rental		Cost+15%
c) Report Preparation (outside services)		Cost+15%
d) Outside Services (e.g., delivery, prints, document scanning, etc.)		Cost+15%
e) Per Diem (food and lodging)	Day	140.00
f) Per Diem (no lodging)	Day	35.00
g) Transportation by Commercial Carrier or Rental Car		Cost+15%
h) Travel Expense.....		Cost+15%
i) Staking supplies (lath and hub)	Ea	2.00
j) Survey monumentation (iron pipe, rebar, spikes) excludes concrete monuments	Ea	4.00

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective January 1, 2018)**

VI. TESTING AND EQUIPMENT RENTAL FEES	Unit	U.S. \$
a) pH, Specific Conductance and Temperature Meter	Day	85.00
b) Peristaltic Filter Pump	Day	40.00
c) Electric Purge Pump	Day	45.00
d) Grundfos Pump Control Box	Day	110.00
e) Water Level Indicator	Day	35.00
f) Filter and Hose (for pump)	Ea	22.00
g) Micropurge Flow Cell and Sonde	Day	130.00
h) Modified Level "D" (Tyveks, Boots, Gloves)/per person/per change of clothing	Ea	53.00
i) Photoionization Detector Meter	Day	116.00
j) Nuclear Density Gauge	Day	70.00
Nuclear Density Gauge	Wk	300.00
k) Air Sampling Equipment, per pump	Day	53.00
l) Hand Operated Field Probe Equipment	Day	30.00
m) Explosimeter	Day	35.00
n) Gas Analyzer	Day	190.00
o) Flame Ionization Detector	Day	265.00
p) Interface Probe	Day	55.00
q) ATV	Day	53.00
r) Company Truck	Day	95.00
Company Truck (does not include fuel or mileage)	Wk	450.00
s) Hand-Held Field GPS/G15	Day	158.00
t) Laser Level	Day	79.00
u) Ground Penetrating Radar	Day	250.00
v) Geonics EM-61	Day	525.00
w) Survey Grade GPS Unit	Day	360.00
x) Electric Generator	Day	69.00
y) Slug Test Equipment	Day	210.00
z) All Weather Key Alike Locks	Ea	20.00
aa) Equipment Trailer	Day	79.00
bb) Fluk Meter/Volt Meter/Loop Calibrator	Day	126.00
cc) Four Gas Meter	Day	20.00

UNIT PRICE NOTES:

1. All professional, technical, and support staff time and expenses spent in furtherance of the client's work will be billed. This includes, but is not limited to, proposal, field, travel, research, technical review and reporting, project management, client meeting, and project-specific administrative support.
2. An overtime rate of 1.3 times the regular rate is billed for technical and support staff services for work in excess of 40 hours per week, work between 7:00 p.m. to 5:00 a.m., and work on Saturdays. This overtime rate is increased to 2.0 times the regular rate for work on Sundays and holidays.
3. Unless otherwise agreed to in writing, a monthly interest charge of 18% per annum, will be charged accruing from the date of invoice, on all invoices not paid within 30 days.
4. The unit rates are subject to periodic modification (typically annually). These rate modifications will be incorporated into long-term projects, unless otherwise addressed in the project contract.
5. Litigation Support and Expert Witness services will be charged at a Senior Principal rate of \$250/hour. Deposition and testimony services are charged at 1.5 times the Senior Principal billing rate.

GENERAL EXPENSE NOTES:

1. Rates quoted are for expenses only, equipment purchased on the client's behalf is marked up 25%.
2. Personnel rates are billed separately from general expenses.
3. Standard non-disposable protective outer-wear or equipment damaged or contaminated by site conditions are billed at replacement cost plus 30%.
4. General expense mark-ups may be negotiated based upon contract size and payment terms.
5. The per diem rates set forth above are the standard rates we typically use for our technical staff on projects. We reserve the right to modify these rates in high cost areas.
6. Mileage rate is based on gasoline price of \$3.50 per gallon. A fuel surcharge may be added if a condition beyond Weaver Consultants Group control warrants it.

TESTING AND EQUIPMENT RENTAL NOTES:

1. Rates for testing and equipment not listed above are available on request.
2. Testing and equipment rental costs are negotiable for specific projects and for on-site laboratory programs.
3. Laboratory unit prices cover equipment and labor costs to perform standard test procedures and laboratory reports with normal turn-around times. Non-standard testing requirements, supervisory and project management costs, data evaluation costs, and environmental sample disposal costs are not included in the testing unit prices and are billed separately.
4. Equipment rental rates are for equipment costs only. Transportation, calibration and personnel costs are billed separately.
5. Daily and weekly rates cover a maximum of 10 and 50 hours respectively.
6. SAMPLES WILL NOT BE RETAINED beyond classification and testing unless other arrangements are agreed to in writing. Environmental samples remain the property of the client.

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

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 CONTRACTS IN EXCESS OF \$5,000.00)

County of St Joseph)
) ss.
State of Indiana)

My name is Ali Hashimi. I am an authorized agent of Weaver Consultants Group (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.

Ali Hashimi

Affiant

Ali Hashimi

Printed Name

Subscribed and sworn to before me this 5th day of June, 2019.

Sarah Christell Calhoun
Notary Public

