

AGREEMENT

For

PROFESSIONAL SURVEYING SERVICES

Between

THE CITY OF COLUMBIA, MISSOURI

And

TREKK DESIGN GROUP, LLC

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Trekk Design Group, LLC** (hereinafter called "SURVEYOR"), 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 PROJECTS, consisting of the following:

The City anticipates constructing several public facility improvement projects. These projects may include, but are not limited to, street, trail, transportation, sanitary sewer, storm sewer, airport, solid waste, electrical distribution, potable water distribution and parks and recreation development. Professional surveying services are necessary as part of the surveying design and construction quality control/quality assurance. Specific activities will vary depending on the construction project but typically may include preparing boundary surveys, preparing topographic surveys including surveying utility locations which can be located by Missouri One Call, providing construction staking for construction projects, preparing property descriptions for easements and preparing sketches of easements. Electronic information submitted by the survey firm shall be AutoCAD 2018 compatible. All survey information shall be submitted in electronic format as a complete topographic drawing. An electronic text file containing the point number, northing, easting, elevation and description shall be submitted with the drawing file. All survey information submitted to the City shall be provided in the City's standard format. Standard format templates will be provided to the selected firm. SURVEYORS will base their surveying on the State Plane Coordinate System. The scope of work for each project will be defined on a project case-by-case basis depending on specific requirements.

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

SURVEYOR shall serve as CITY's professional surveying 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 surveyor registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 SURVEYOR 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 PROJECTS as a whole or in parts.

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

SECTION 2 - BASIC SERVICES OF SURVEYOR

2.1 General

2.1.1 Perform professional surveying services as described above and/or as may be needed depending on the specific project (hereinafter referred to as "Surveying Services").

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

| <u>Name and Title</u> | <u>Assignment</u> |
|-----------------------|-------------------|
| Mike Klasing - PLS | Survey Manager |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

All of the services required hereunder will be performed by SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR

3.1 General

If authorized in writing by CITY, and agreed to in writing by SURVEYOR, SURVEYOR 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 surveying 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 surveying services being performed.

3.1.3 Obtaining Services of Others

Provide through subcontract the services or data for any Surveying Services.

3.1.4 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

3.1.5 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 PROJECTS.

4.2 Assist SURVEYOR by placing at SURVEYOR's disposal available information pertinent to the assignment including previous surveys and other data relative thereto.

4.3 Guarantee access to and make all provisions for SURVEYOR to enter upon public and private property as required for SURVEYOR to perform SURVEYOR's services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by SURVEYOR 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 PROJECTS.

4.6 Designate for each project, a CITY 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 PROJECTS, 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 SURVEYOR.

4.7 Give prompt written notice to SURVEYOR whenever CITY observes or otherwise becomes aware of any defect in the PROJECTS.

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

4.9 Furnish SURVEYOR data available to CITY such as property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which SURVEYOR may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the Effective Date. The initial term of this agreement shall one year, subject to earlier termination as herein provided. This Agreement may be renewed by CITY for two (2) additional one (1) year terms subject, however, to earlier termination provisions contained in this Agreement. Under no circumstances shall the term of this lease be extended beyond three years.

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

5.3 Work performed under this contract will be on an "as needed" basis, and be expected to be completed in a timely manner as per City directions. CITY shall have the right to establish performance times for individual phases or elements of the PROJECTS by delivering a written schedule setting out the performance times to the SURVEYOR.

SECTION 6 - PAYMENTS TO SURVEYOR

6.1 Amount of Payment

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

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the 2018 Compensation for Professional Engineering Services as set forth in Attachment A, with charges being limited to those rates established for surveying services only unless rates

for other personnel are approved in writing by CITY on a project case-by-case basis. The rates in Attachment A (the 2018 Compensation for Professional Engineering Services) include overhead and profit. Prices shall be firm for the first year of the contract period.

6.1.1.2 For outside expenses incurred by SURVEYOR, such as authorized travel and subsistence, commercial services, and incidental expenses, as designated in the 2018 Rate Schedule in the Surveying Services or, if not designated, at the cost to SURVEYOR.

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 as designated in the 2018 Rate Schedule in the Surveying Services or, if not designated, at the SURVEYOR'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 SURVEYOR 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 as designated in the 2018 Rate Schedule in the Surveying Services or, if not designated, at the cost to SURVEYOR.

6.1.1.5 For time spent by outside individual professional consultants employed by SURVEYOR in providing services to CITY, the cost to SURVEYOR. 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 Surveying Services and all other expenses and costs to CITY under this Agreement and described herein shall not exceed \$\$150,000.00 for any contract year.

6.2 Payments

6.2.1 SURVEYOR 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 SURVEYOR for the services rendered, provided CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final work on any project by CITY, the five percent (5%) of these services retained by CITY will be paid to SURVEYOR.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 SURVEYOR'S INSURANCE: SURVEYOR 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 SURVEYOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by SURVEYOR under this contract.

Commercial General Liability SURVEYOR 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 SURVEYOR 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, SURVEYOR 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, SURVEYOR 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 SURVEYOR of the obligation to provide replacement coverage.

Business Automobile Liability SURVEYOR 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 SURVEYOR'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 SURVEYOR does not own automobiles, SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR. 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

SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR to enter into an pre-loss agreement to waive subrogation without an endorsement, then SURVEYOR 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 SURVEYOR enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance SURVEYOR 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, SURVEYOR 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 SURVEYOR, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with SURVEYOR or a subcontractor for part of the services), of anyone directly or indirectly employed by SURVEYOR or by any subcontractor, or of anyone for whose acts

SURVEYOR or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require SURVEYOR 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 SURVEYOR 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 surveying practices. If SURVEYOR fails to meet the foregoing standard, SURVEYOR will perform at its own cost, and without reimbursement from CITY, the professional surveying services necessary to correct errors and omissions which are caused by SURVEYOR's failure to comply with above standard, and which are reported to SURVEYOR within one year from the completion of SURVEYOR's services for the PROJECTS.

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

7.2.3 Professional Oversight Indemnification

SURVEYOR understands and agrees that CITY has contracted with SURVEYOR based upon SURVEYOR's representations that SURVEYOR 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, SURVEYOR 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 SURVEYOR. SURVEYOR 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 Changes

CITY shall have the right to make changes within the general scope of SURVEYOR'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 SURVEYOR.

7.4 Suspension of Services

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

7.5 Termination

Services may be terminated by the CITY at any time and for any reason, and by SURVEYOR in the event of substantial failure to perform in accordance with the terms hereof by CITY through no fault of SURVEYOR, by ten (10) days' notice. If so terminated, CITY shall pay SURVEYOR all uncontested amounts due SURVEYOR 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, SURVEYOR shall not be relieved of any liability to CITY for any damages sustained by CITY by virtue of any breach of this Agreement by SURVEYOR and CITY may withhold any payments due SURVEYOR 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 SURVEYOR's employees and the importance of SURVEYOR's public relations, SURVEYOR may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to SURVEYOR's services for the PROJECTS. 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 SURVEYOR. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of SURVEYOR's activities pertaining to any such publication shall be paid entirely by SURVEYOR.

7.9 Nondiscrimination

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

7.9.1 SURVEYOR 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. SURVEYOR 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 or gender identity. 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. SURVEYOR agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 SURVEYOR shall, in all solicitation or advertisements for employees placed by or on behalf of SURVEYOR, 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 or gender identity.

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

7.10 Successor and Assigns

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

7.11 Rights and Benefits

SURVEYOR'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

SURVEYOR 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 SURVEYOR 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, SURVEYOR 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. SURVEYOR 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 SURVEYOR shall require each subcontractor to affirmatively state in its contract with SURVEYOR 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. SURVEYOR shall also require each subcontractor to provide SURVEYOR 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.

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.

7.16 Agreement Documents

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

| <u>Exhibit</u> | <u>Description</u> |
|-----------------------|--|
| A | SURVEYOR's 2018 Compensation for Professional Engineering Services |
| B | Work Authorization Affidavit |

7.17 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/JKM

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore.

By: _____

Director of Finance

TREKK DESIGN GROUP, LLC

By: 

Date: 4/23/18

ATTEST:

By: 

Name: Trent Robinett



A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

2018 Compensation for Professional Engineering Services¹
TREKK Design Group, LLC (TREKK)

The **OWNERS's** payment to the **ENGINEER** shall be due and payable as follows:

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:


| | |
|--|---------------------------|
| Project Principal | \$180.00/hr - \$240.00/hr |
| Division Lead | \$120.00/hr - \$225.00/hr |
| Project Manager | \$ 99.00/hr - \$225.00/hr |
| Quality Manager | \$ 99.00/hr - \$180.00/hr |
| Project Coordinator | \$ 72.00/hr - \$135.00/hr |
| Industry Specialist | \$120.00/hr - \$195.00/hr |
| Asset Manager | \$114.00/hr - \$210.00/hr |
| Senior Professional Engineer | \$135.00/hr - \$210.00/hr |
| Professional Engineer | \$ 99.00/hr - \$165.00/hr |
| Project Engineer I | \$ 90.00/hr - \$141.00/hr |
| Project Engineer II | \$ 84.00/hr - \$120.00/hr |
| Staff Engineer | \$ 75.00/hr - \$ 90.00/hr |
| Project Designer | \$ 90.00/hr - \$120.00/hr |
| CADD Technician I | \$ 69.00/hr - \$ 99.00/hr |
| CADD Technician II | \$ 48.00/hr - \$ 75.00/hr |
| Office/GIS Technician I | \$ 75.00/hr - \$ 99.00/hr |
| Office/GIS Technician II | \$ 54.00/hr - \$ 81.00/hr |
| Office/GIS Technician III | \$ 48.00/hr - \$ 66.00/hr |
| Senior Administrator | \$ 75.00/hr - \$135.00/hr |
| Administrator | \$ 48.00/hr - \$ 87.00/hr |
| Field Manager | \$ 75.00/hr - \$120.00/hr |
| Field Technician I | \$ 63.00/hr - \$ 90.00/hr |
| Field Technician II | \$ 51.00/hr - \$ 75.00/hr |
| Field Technician III | \$ 48.00/hr - \$ 60.00/hr |
| GIS Analyst I | \$ 75.00/hr - \$126.00/hr |
| GIS Analyst II | \$ 66.00/hr - \$ 90.00/hr |
| Construction Observation Manager | \$102.00/hr - \$165.00/hr |
| Senior Construction Observer | \$ 90.00/hr - \$117.00/hr |
| Construction Observer | \$ 48.00/hr - \$ 90.00/hr |
| Survey Manager (PLS) | \$102.00/hr - \$135.00/hr |
| Professional Land Surveyor (PLS) | \$ 90.00/hr - \$120.00/hr |
| Survey Party Chief | \$ 63.00/hr - \$114.00/hr |
| Utility Locator | \$ 75.00/hr - \$105.00/hr |
| Survey Crew | \$153.00/hr - \$204.00/hr |
| Mileage | \$00.545/mi |
| Out-of-Pocket Expenses, Supplies, Reproductions, etc | Cost |

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

County of Jackson)
)SS.
State of Missouri)

My name is Trent Robinett. I am an authorized agent of TREKK Design Group, LLC (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.



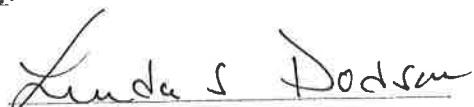
Affiant
Trent Robinett

Printed Name

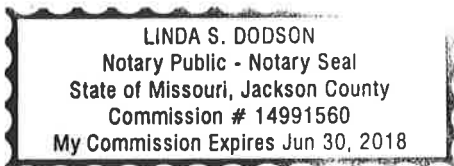
Personally appeared before me, a Notary Public, within and for the County of Jackson

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 30th day of November, 2017.
My Commission expires June 30, 2018.



(Notary Public)





Company ID Number: 257667

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and TREKK Design Group, LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 257667

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer TREKK Design Group, LLC

Kimberly Robinett

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/25/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/25/2009

Date



Company ID Number: 257667

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: TREKK Design Group, LLC

Company Facility Address: 1441 E 104th Street

Suite 105

Kansas City, MO 64131

Company Alternate
Address:

County or Parish: JACKSON

Employer Identification
Number: 431953275

North American Industry
Classification Systems
Code: 541

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 257667

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | | |
|-------------------|----------------------------------|-------------|-------------------------|
| Name: | Kimberly R Robinett | Fax Number: | (816) 874 - 4665 |
| Telephone Number: | (816) 874 - 4655 ext. 201 | | |
| E-mail Address: | krobinett@trekllc.com | | |
| Name: | Linda Dodson | Fax Number: | (816) 874 - 4675 |
| Telephone Number: | (816) 874 - 4655 | | |
| E-mail Address: | ldodson@trekllc.com | | |

