

## **AGREEMENT**

**For**

**PROFESSIONAL ENGINEERING SERVICES**

**Between**

**THE CITY OF COLUMBIA, MISSOURI**

**And**

**ALLSTATE CONSULTANTS, LLC**

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Allstate Consultants, 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 PROJECTS, consisting of the following:

The City anticipates constructing several public facility improvement projects. These projects may include, but not limited to, street, trail, transportation, sanitary sewer, stormsewer, airport, solid waste, electrical distribution, potable water distribution and parks and recreation development. Sub-surface exploration services are necessary as part of the engineering design. Specific activities will vary depending on the construction project but typically may include, soil investigations, soil boring/drilling, laboratory testing and design recommendation. The scope of work for each construction 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:

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 PROJECTS 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 Work for Professional Engineering – Geotechnical and Subsurface Exploration Services," dated January 30, 2018 (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 PROJECTS 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>Bill Barrow, PE RG Eng. III</b>	<b>Project Manager/Engineer</b>
<b>Cassidy Mathews, MS, PE Eng. III</b>	<b>Project Engineer</b>
<b>Christa Judas, Tech I</b>	<b>Log Borings/Lab Tests</b>
<b>Tyler Lane, Tech I</b>	<b>Drill Operator</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.

Except as specifically stated in the Scope of Basic 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.

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 PROJECTS.

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 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 ENGINEER.

4.7 Give prompt written notice to ENGINEER 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 ENGINEER data 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 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 Effective Date. The initial term of this agreement shall one year, subject to earlier termination as herein provided. This Agreement may be renewed 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 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 2018 Rate Schedule included in the Scope of Basic Services. Such rates include overhead and profit.

6.1.1.2 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, and incidental expenses, as designated in the 2018 Rate Schedule in the Scope of Basic Services or, if not designated, at 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 as designated in the 2018 Rate Schedule in the Scope of Basic Services or, if not designated, at 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 as designated in the 2018 Rate Schedule in the Scope of Basic Services or, if not designated, 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 \$150,000.00 for any contract year.

## 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, 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 ENGINEER.

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

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

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

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

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

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

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

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

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

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

**Right to Revise or Reject** CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, 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 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 PROJECTS.

7.2.2 In addition, ENGINEER 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

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

PROJECTS 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 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 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 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. 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 or gender identity.

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

#### 7.10 Successor and Assigns

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

#### 7.11 Rights and Benefits

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

#### 7.12 Compliance with Local Laws

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

#### 7.13 Law; Submission to Jurisdiction Governing

This 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.

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:

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Scope of Basic Services
B	Work Authorization Affidavit

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: \_\_\_\_\_

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

N/A

**ALLSTATE CONSULTANTS, LLC**

By: 

Date: 2/13/2018

**ATTEST:**

By: 

Name: Karen Sayre

**Engineering Our Community****ALLSTATE  
CONSULTANTS**

January 31, 2018

Michelle Sorensen, CPPB, Procurement Officer  
City of Columbia  
701 East Broadway, 5<sup>th</sup> Floor  
Columbia, MO 65205

RE: Engineering and Geotechnical Services for Sub-Surface Exploration Services –  
RFQ #21/2018

Dear Ms. Sorensen:

Thank you and the selection committee for selecting Allstate Consultants as the finalist for the City of Columbia's RFQ #22/2018. We have discussed the scope with Mr. Dave Fennewald, PE as requested.

Enclosed are our scope of services and schedule of fees to provide the Public Works Department with Geotechnical and Sub-Surface Exploration Services for 2018.

Regarding Allstate Consultants fee schedule, drilling, soil sampling and rock coring with our truck mounted drill rig will be performed by a Drill Rig Crew (2 Men) for an hourly rate of \$ 160.00/Hr. Drilling with an ATV drill rig on less accessible sites will be performed using the rates shown for our subcontractor, Palmerton & Parrish, Inc. Field time for Allstate's graduate geologist will be performed at the Technician I and II rate and laboratory services for the various tests will be performed using the rates for individual tests shown on our fee schedule. Specialized tests such as triaxial shear and hydraulic conductivity will be performed using the Technician II hourly rate. Engineering supervision, evaluation and reporting services will be performed using the Engineer III rate for professional engineers as shown Allstate's fee schedule.

We look forward to working with the Public Works Department this next year and thank you for this opportunity to be of service.

Sincerely,

**Allstate Consultants, LLC**

William A. Barrow, PE, RG  
Geotechnical Manager

# **SCOPE OF WORK FOR PROFESSIONAL ENGINEERING- GEOTECHNICAL AND SUBSURFACE EXPLORATION SERVICES**

**January 30, 2018**

## **1) INTRODUCTION**

Under this agreement for professional engineering-geotechnical and subsurface exploration services, Allstate Consultants will provide the following services on an as needed basis:

- a) Professional Engineering services related to geotechnical issues that arise during project design or construction.
- b) Geotechnical engineering for existing and proposed bridges, roads, earthen embankments, and building structures. This will involve subsurface investigations, engineering evaluations, foundation design recommendations and construction considerations.

## **2) SCOPE OF SERVICES**

A general description of the Scope of Services included under this agreement is as follows:

### **a) PROFESSIONAL ENGINEERING**

- i. Provide professional engineering services to the City for geotechnical issues that arise during project design or construction.
- ii. Professional engineering services may be independent of geotechnical services or may be in conjunction with project design or geotechnical services.

### **b) GEOTECHNICAL AND SUBSURFACE EXPLORATION**

- i. Provide subsurface geotechnical investigations to determine soil and rock characteristics and the depth to rock structures in the project area. City shall provide Allstate Consultants construction plans and proposed soil boring locations for each project. City and Allstate Consultants shall review the project together and make final determination of the number and location of soil borings. City and Allstate Consultants shall determine the number and location of rock cores for each project.
- ii. Allstate Consultants will provide a geotechnical engineering report with recommendations for design/construction of each project.



iii. City will make a reasonable effort to identify all utility lines in the project area on the construction plans/drawing. Allstate Consultants shall be responsible for notifying Missouri One-Call prior to initiating drilling activities.

iv. City will be responsible for providing necessary easements for the geotechnical services. Allstate Consultants will be responsible for making any necessary property owner notification prior to initiating drilling activities.

v. Allstate Consultants will take reasonable precautions to reduce damage to the property, such as rutting of the ground surface. However, it should be understood that during the course of the work some such damage could occur. Restoration of all such damage will be responsibility of Allstate Consultants.

vi. For safety purposes, all borings not utilized as monitoring wells, piezometers or otherwise needed for long-term data collection will be backfilled immediately after their completion.

### **3) SUMMARY OF AGREEMENTS WITH OTHER FIRMS**

- a. Allstate Consultants will provide all professional services required under this contract, including surveying services, laboratory testing, geotechnical evaluations and reports.
- b. Allstate Consultants of Columbia, MO will be utilized to perform drilling operations for truck accessible sites. Palmerton and Parrish Inc. of Springfield, MO may be utilized for special drilling using an all terrain vehicle for sites that are not truck accessible.

### **4) SERVICES FURNISHED BY THE CITY**

- a. City shall provide written notification to Allstate Consultants as to what services will be required for each project.
- b. City shall provide all necessary construction plans and specifications to Allstate Consultants.

### **5) WORK NOT INCLUDED IN THIS SCOPE OF SERVICES**

- a. Basic project design services necessary to prepare construction plans are not included in the scope of services.
- b. Project specifications and bidding documents are not included in this scope of services.
- c. Construction observation and construction management are not included in this scope of services.



**ALLSTATE  
CONSULTANTS**

**2018 Rate Schedule**

<b><u>TITLE</u></b>	<b><u>RATE</u></b>
PRINCIPAL.....	\$175.00
ENGINEER III .....	\$145.00
ENGINEER II.....	\$135.00
ENGINEER I.....	\$121.00
WATER QUALITY SCIENTIST III .....	\$140.00
WATER QUALITY SCIENTIST II .....	\$110.00
WATER QUALITY SCIENTIST I .....	\$70.00
PROJECT SCIENTIST III.....	\$135.00
INVESTIGATIVE ENGINEER III .....	\$215.00
INVESTIGATIVE ENGINEER II.....	\$190.00
INVESTIGATIVE ENGINEER I.....	\$165.00
TECHNICIAN VI/SURVEYOR III .....	\$128.00
TECHNICIAN V/SURVEYOR II.....	\$118.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$103.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$88.00
TECHNICIAN II .....	\$72.00
TECHNICIAN I.....	\$52.00
TECHNICIAN .....	\$35.00
SURVEY CREW (1 MAN).....	\$128.00
SURVEY CREW (2 MEN).....	\$155.00
SURVEY CREW (3 MEN).....	\$180.00
INVESTIGATOR IV .....	\$125.00
INVESTIGATOR III .....	\$115.00
INVESTIGATOR II.....	\$90.00
INVESTIGATOR I.....	\$75.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$225.00
DRILL RIG CREW (2 MEN) .....	\$160.00
DRILL RIG CREW WITH GROUTER (2 MEN) .....	\$180.00
GPS RECEIVERS/DRONE (PER UNIT) .....	\$125.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$50.00/day
ATV (PER UNIT).....	\$125.00/day
MILEAGE .....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard  
Columbia, Missouri 65201  
Phone: 573-875-8799  
Fax: 573-875-8850  
Allstate/files/allstate/wage rates

900 SW Oldham Pkwy  
Suite 203  
Lee's Summit, MO 64081  
573-864-9323

30601 Highway 5  
Marceline, Missouri 64658  
Phone: 660-376-2941  
Fax: 660-376-3492

**GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

**SUBSURFACE EXPLORATION**

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	\$3.00/mile
Mobilization of Water Truck or Support Vehicle.....	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost
For Actual Cost of Sub Contracted Items.....	See Attached

**LABORATORY TESTING SERVICES**

Moisture Content.....	\$6.00/test
Dry Unit Weight.....	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve.....	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve).....	\$100.00/test
Hydrometer Analysis.....	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination.....	\$80.00/test
Swell Potential (1 Surcharge Pressure).....	\$200.00/test
Swell Potential and Swell Pressure.....	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots.....	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	\$10.00/each
Concrete Flexural Strength Tests.....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost



**GEOTECHNICAL & MATERIALS ENGINEERS  
MATERIALS TESTING LABORATORIES  
ENVIRONMENTAL SERVICES**

4168 W. KEARNEY ST.  
SPRINGFIELD, MO 65803  
Ph: (417) 864-6000  
www.ppimo.com

January 29, 2018

Mr. Bill Barrow, PE, RG  
Allstate Consultants  
3312 LeMone Industrial Blvd  
Columbia, Missouri 65201

RE: Unit Fee Schedule  
City of Columbia Drilling Contract  
Columbia, Missouri

ITEM DESCRIPTION	UNIT FEE COST
Project Manager	\$150/hr.
2-Man Drill Crew Per Diem	\$80/day
Motel Expense	Expense + 15%
Drill Rig Travel (Mob/Demob)	\$155 Min or \$3.00/mi.
Support Truck (1 Ton/Water Truck)	\$1.25/mi.
Difficult Drill-Rig Set-Up	\$155/ea.
Hollow Stem Auger	\$12/ft.
Wash Rotary	\$15/ft.
NQ <sub>2</sub> Rock Coring	\$43/ft.
2-inch Split Spoon	\$30/ea.
3-inch Shelby Tube (includes Tube)	\$30/ea.
Grout Backfill - Hollow Stem Auger	\$9/ft.
Grout Backfill - NQ <sub>2</sub> Corehole	\$6/ft.
Boring Backfill	\$10/ea.

**CITY OF COLUMBIA, MISSOURI**

**WORK AUTHORIZATION AFFIDAVIT**

**PURSUANT TO 285.530 RSMo**

**(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

County of Boone )

) ss.

State of Missouri )

My name is Karen Sayre. I am an authorized agent of Allstate Consultants 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.

Karen Sayre

Affiant

Karen Sayre

Printed Name

Subscribed and sworn to before me this 13<sup>th</sup> day of February, 2018.

Betty Lou Cobb

Notary Public

**BETTY LOU COBB**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires December 6, 2019  
Commission #15690689

Company ID Number: 174583

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Allstate Consultants LLC
Company Facility Address	3312 LeMone Industrial Blvd. Columbia. MO 65201
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	113799539
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3

Company ID Number: 174583

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

MISSOURI

3 site(s)

Company ID Number: 174583

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

Name Ron Shy  
Phone Number (573) 875 - 8799  
Fax Number (573) 875 - 8850  
Email Address rshy@allstateconsultants.net

Name Karen Sayre  
Phone Number (573) 875 - 8799  
Fax Number  
Email Address ksayre@allstateconsultants.net









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

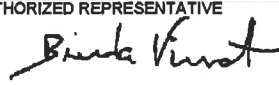
<b>PRODUCER</b> Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 800-338-1391 E-MAIL: aeclientrequest@marsh.com ADDRESS:	FAX (A/C, No): 888-621-3173
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Allstate Consultants, LLC 3312 LeMone Industrial Blvd. Columbia, MO 65201-8246	<b>INSURER A:</b> Trumbull Insurance Company <b>NAIC #</b> 27120	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			84WBGCD9016	04/19/2017	04/19/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> City of Columbia Attn: Michelle Sorensen 701 E. Broadway, Purchasing/5th Floor Columbia, MO 65202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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