

FIRST AMENDMENT TO AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Interstate 70 Enhancement Services

THIS AMENDMENT (hereinafter "Amendment") is made by and between the City of Columbia, Missouri (hereinafter "City"), and Lochmueller Group, Inc. (hereinafter "Consultant"), both parties to the Professional Services Agreement dated April 15, 2024 (hereinafter "Original Agreement"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Consultant are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City and Consultant entered into the Original Agreement for purposes of PROFESSIONAL AND TECHNICAL CONSULTING SERVICES FOR Interstate 70/Highway 63 Interchange Enhancement and Expanded Interstate 70 Enhancement Services;

WHEREAS, both Parties wish to enter into this Amendment for purposes of Consultant providing additional technical support services related to enhancement of the bridges being implemented with the Improve Interstate 70 projects;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

(1) GENERAL: All terms and provisions of the Original Agreement, a copy of which is attached hereto as **Exhibit 2** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is a conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.

(2) SCOPE OF SERVICES: The services to be provided by the Consultant under this Amendment are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in **Exhibit 1**, which is attached hereto and incorporated herein by reference.

(3) FEES AND PAYMENTS: The costs of the additional professional services in this Amendment are detailed in Exhibit 1. These costs shall be in addition to the cost of the Original Agreement and reflected in the Agreement's Not to

Exceed Amount. The maximum amount payable in Section 6 of the Original Agreement is hereby amended as follows:

Max. Fee Payable	ORIGINAL AMOUNT	ADDITIONAL SERVICES VIA AMENDMENT	TOTAL
	\$49,000.00	\$38,000.00	\$87,000.00

(4) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit 1: Additional Services I-70 Enhancement
- (B) Exhibit 2: Original Agreement

(5) CONFIRMATION OF ORIGINAL AGREEMENT AS AMENDED: The Parties hereby adopt, ratify and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the Parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

SSC

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / AK

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 44008830-604990-40163 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

LOCHMUELLER GROUP, INC.

By: _____
Scott J Smith, PE

Date: July 10, 2026

ATTEST:

By: Laurel Harrington

Name: Laurel Harrington, PLA, ASLA, LEED BD+C



5/26/2026

Mr. Lee White
Assistant Director – Public Works
City of Columbia
Columbia, MO
701 East Broadway
Columbia, MO 65205

Via email at: lee.white@como.gov

**Re: Amendment – Additional Services
Interstate 70 Enhancement Services – MoDOT/Design Build Team Coordination
PRJ# 522-1041**

Dear Lee,

Thank you for the opportunity to extend our professional services to support the City to coordinate with the MoDOT design build teams working on the enhancement of the bridges being implemented with the Improve Interstate 70 projects.

Based on the anticipated scope of the City's request, the proposal includes approximately 133 hours or \$38,000 plus reimbursable expenses. The scope of the services includes the following:

Task 1: Project Management & Administration

Project Management and coordination with the CITY to determine and maintain the project schedule and review project goals and deliverables. The PM will document meetings, telephone conversations, and correspondence with involved partners and prepare invoicing and payment requests on a monthly basis.

Task 2: Project Meetings

Attend and prepare for project meetings related to enhancement coordination.

Task 3: Design Guidance and Markups

Review and provide markups for designs and drawings prepared by the DB team to evaluate for alignment with the established goals and aesthetic themes of the design guidelines and previous decisions.

Sincerely,
Lochmueller Group, Inc.

A handwritten signature in black ink, appearing to read "Laurel Harrington".

Laurel Harrington
Urban Design and Landscape Architecture Department Manager

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
LOCHMUELLER GROUP, INC.
For
INTERSTATE 70 ENHANCEMENT SERVICES

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and Lochmueller Group, Inc., with an address of 411 N. 10th Street, Suite 200, St. Louis, Missouri, (hereinafter "CONSULTANT") is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional services as outlined in the Scope of Work in Attachment A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.

a. Scope of Services. The scope of services involves the professional and technical consulting services for **Interstate 70/Highway 63 Interchange Enhancement and Expanded Interstate 70 Enhancement Services** (hereinafter "Project"). The Project is more fully described in CONSULTANT's **Scope of Services**, which is attached as **Attachment A**.

b. Prior to beginning any work on Project, CONSULTANT shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed. CONSULTANT shall not prepare a written report unless the CITY directs CONSULTANT to do so.

c. CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time

of performance. If CONSULTANT fails to meet the foregoing standards, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONSULTANT's failure to comply with the above standard.

d. Schedule. On or after the Effective Date, the CITY shall issue the notice to proceed and CONSULTANT shall proceed in accordance with the timeline contained in the **Schedule of Work**, which is attached as **Attachment C**.

2. Addition or Deletions to Services. CITY may add to CONSULTANT's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties. There shall be no change in the Schedule of Work unless specifically identified and agreed to by CONSULTANT and CITY at the time such services are added or deleted. All expenses shall be documented and are reimbursable at cost only, at the hourly rate set for in **Attachment D**, attached hereto.
3. Exchange of Data. All information, data, and reports, including those listed in **Attachment B**, attached hereto, in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services.
4. Personnel. CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's personnel engaged in the work shall be fully qualified and shall be authorized 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.
5. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Project.
6. Costs not to Exceed. Pursuant to the **Pricing Sheet** contained in **Attachment D** attached hereto, the Parties have established a fixed sum of **Forty-Nine Thousand Dollars (\$49,000.00)** for CONSULTANT's services as outlined in this Agreement.
7. Payment.

a. CONSULTANT may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed.

b. Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in Paragraph 1 hereof, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

c. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

d. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay CONSULTANT for the services rendered. CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. Termination for Breach. Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONSULTANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to CONSULTANT or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement prior to the date of termination. CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

b. Termination for Convenience. CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.

9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by CONSULTANT in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the CONSULTANT upon completion, termination or cancellation of the resulting contract. CONSULTANT may, at its own expense, keep copies of all its writing for its personal files. CONSULTANT shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of CONSULTANT's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the CONSULTANT shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) CONSULTANT has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CONSULTANT in the performance of Services or not, at any time and without limitation, and (ii) CONSULTANT retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent

that CONSULTANT incorporates pre-existing work into a derivative work for City, CONSULTANT will retain ownership of such derivative work, except for those items identified in Paragraph 9.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from CONSULTANT."

10. Insurance. CONSULTANT shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

- a. Workers' Compensation & Employers Liability. CONSULTANT shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

- b. Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

- c. Business Auto Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT 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.

- d. Professional Liability. If the Scope of Services require the work of a licensed professional, CONSULTANT agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, CONSULTANT 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, CONSULTANT 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 CONSULTANT of the obligation to provide replacement coverage.

e. CONSULTANT may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

f. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

g. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

i. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

11. Conflicts. No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

12. Assignment. CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.
13. Compliance with Laws. CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
14. Employment Of Unauthorized Aliens Prohibited. CONSULTANT agrees to comply with Missouri State Statute section 285.530 in that CONSULTANT shall not 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 this Agreement, CONSULTANT 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. CONSULTANT 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. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT 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. CONSULTANT shall also require each subcontractor to provide CONSULTANT 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.
15. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as

creating any joint employment relationship between CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, CONSULTANT 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 act or failure to act, negligent or otherwise, of CONSULTANT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services), of anyone directly or indirectly employed by CONSULTANT or by any subcontractor, or of anyone for whose acts CONSULTANT or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.
17. **No Waiver of Sovereign Immunity.** 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 constitution or law.
18. **Professional Oversight Indemnification.** CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that CONSULTANT 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, CONSULTANT 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 CONSULTANT.
19. **Professional Responsibility.** CONSULTANT shall 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 practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONSULTANT's failure to comply with above standard, and which are reported to CONSULTANT within one (1) year from the completion of CONSULTANT'S services for the Project.
20. **Governing Law and Venue.** This Agreement shall be governed, 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 in 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. The Parties agree to waive any defense of forum non conveniens.

21. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
22. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia
Public Works Department
ATTN: **Shane Creech**
P.O. Box 6015
Columbia, MO 65205-6015

If to CONSULTANT:

Lochmueller Group, Inc.
ATTN: Laurel Harrington
411 North 10th Street, Suite 200
St. Louis, MO 63101

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

23. Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
24. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
25. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.
26. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity,

age, disability, national origin, or any other legally protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

27. Missouri Anti-Discrimination Against Israel Act. To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, Consultant certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
28. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
29. Contract Documents. The Contract Documents include this Agreement and the following attachments and Attachments which are incorporated herein by reference.

Attachment:

- | | |
|---|---|
| A | Scope of Services |
| B | Information and Services Provided by CITY |
| C | Schedule of Work |
| D | Pricing |

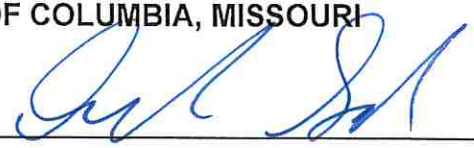
In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

30. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

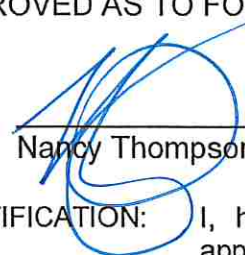
By:  SSC

Name: De'Carlton Seewood

Title: City Manager

Date: 4-15-24

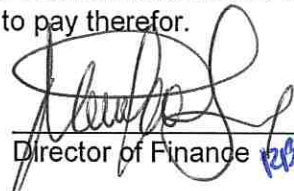
APPROVED AS TO FORM:

By: 

Nancy Thompson, City Counselor km

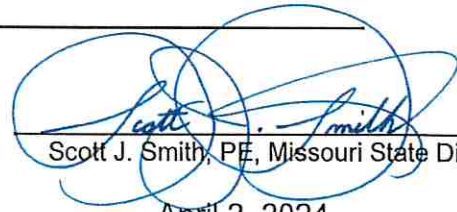
CERTIFICATION:

I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **44008830-604990 40163**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: 

Director of Finance rb

(Seal)

By: 

Scott J. Smith, PE, Missouri State Director

Date: April 2, 2024

ATTEST:

By: 

Name: Laurel Harrington, PLA, Senior Landscape Architect

ATTACHMENT A

Scope of Services

Task 1: Project Management & Administration

The Project Manager (PM) will collaborate with the Steering Committee for the duration of the project, determine and maintain a project schedule and coordinate with the City and the Chamber for the duration of the project. The PM will document meetings, telephone conversations, and correspondence with the Chamber and any other involved agencies and prepare invoicing and payment requests on a monthly basis.

Deliverables:

- Project schedule
- Meeting summaries
- Invoices and progress reports

Meetings:

- Project progress meetings/virtual (2)

Note: All other meetings are indicated below

Task 2: MoDOT Coordination Meetings

The PM and project team will meet with MoDOT and the Millstone Weber Design Build team three (3) times to discuss the overall project, schedule, enhancement options/limitations, and how the enhancement project can be integrated into the design.

Deliverables:

- Meeting summaries

Meetings:

- Coordination meetings/virtual (3)

Task 3: Enhancement Priority Ranking

Through the City of Columbia, the Improve I-70 project will impact the key access points into the City and to the universities. The impacts are in development with the first projects to address the I-70/US 63 interchange. The other improvements along I-70 are not currently known. However, with an additional lane being added to I-70 in each direction, additional bridges and infrastructure will need to be replaced or modified to accommodate this expansion. Potential areas of enhancement include the following:

The I-70/US 63 interchange design includes seven (7) potential areas of enhancement:

1. I-70/US 63 Connector bridge – 1 bridge
2. US 63 fly over – 2 new bridges
3. US 63 overpass over Conley Road/Southbound US 63 ramp – 2 new bridges and Conley Road roundabout
4. US 63 and Conley Road underpass – 2 new bridges
5. E Business Loop 70 roundabout
6. Clark Lane roundabout
7. I-70/Hanover underpass – 1 bridge

East and west of the I-70/US 63 interchange along I-70, there are six (6) other potential areas of enhancement:

1. E. St Charles Road interchange
2. Paris Road bridge and railroad bridge
3. Rangeline Street interchange
4. N. Providence Road interchange and pedestrian bridge

5. Business Loop 70 W interchange
6. N. Stadium Boulevard interchange

The first step is to determine where enhancements are a priority for the City and its partners. LOCHMUELLER will assist the steering committee to determine a short list of priority enhancement locations based on the lists above. The locations are likely to include gateway intersections for the City, the universities, retail, etc. A ranking of the locations will be documented. Highest priority locations will be addressed in the Enhancement and Cost Study.

Deliverables:

- Project priority list and ranking
- Meeting summary

Meetings:

- Steering Committee meeting/virtual (1)

Task 4: Enhancement Opportunities and Cost Study

LOCHMUELLER's structural team will obtain information from MoDOT related to the existing condition and planned modifications at interchanges and bridges for the I-70 improvement project. We will look at eight (8) total locations. Combined with observations from Google Earth and other sources, LOCHMUELLER will determine the enhancement components from the I-70/US 63 study that can be applied to each of the priority locations. These locations may include new infrastructure or retrofits of existing conditions.

The information will be organized into an enhancement and cost matrix to include:

- Bridge façade enhancements – form liner concrete, surface treatments, decorative railing, fencing, signage, lighting, graphics, etc.
- Lighting enhancements – bridge lighting, spot lighting, tree lighting, decorative corridor lighting, powder coated components, etc.
- Signal enhancements – powder coated poles and arms, decorative bases, etc.
- Landscape enhancement – trees, planting beds, prairie plantings, annual displays, etc.
- Focal elements – custom light box, decorative walls, signage, features, art, etc.

Order of magnitude costs and cost ranges will be organized in a matrix by location and enhancement component so that overall estimated cost options can be presented. A priority ranking will be added to the matrix with input form to allow the steering committee to determine projects that correspond to the enhancement budget. The renderings prepared for I-70/US 63 and other example imagery will be used in the documentation to illustrate the materials and intent of the recommendations.

Deliverables:

- Enhancement Cost Matrix
- Meeting summaries

Meetings:

- Steering Committee meeting/in person (1)
- MoDOT meeting/virtual (1)

Task 5: Recommendation Presentation

The outcome of the study will be documented in a summary PowerPoint that describes the enhancement program and components for each location with associated costs.

Deliverables:

- Summary presentation – includes enhancement program, priorities, descriptions, and cost ranges.

Meetings:

- Steering Committee review and next steps meeting/virtual (1)

SUPPLEMENTAL SERVICES TO BE DETERMINED

Task 6: Renderings

Perspective renderings of priority projects can be prepared to illustrate the design opportunities for discussion within the stakeholder meetings and BeHeardCoMo community engagement meetings. Fee estimates can be prepared for this task when the location and number of renderings are determined.

Task 7: Community Open House

Coordination and facilitation of a community open house can be provided. The meeting will focus on the enhancement scope, priorities, materials, and design approach. Fee estimates can be prepared for this task as requested.

Task 8: City Council Meeting

LOCHMUELLER will present the project to City Council. Fee estimates can be prepared for this task as requested.

ATTACHMENT B
Information and Services to be Provided by CITY

- Drawings and information from MoDOT
- Meeting coordination
- Design-build team communication

ATTACHMENT C

Schedule of Work

The duration of the project is planned to be from notice to proceed in April, 2024 until approximately end of June or July, 2024.

Attachment D Pricing

FEES AND REIMBURSABLE EXPENSES

The CONSULTANT shall receive compensation for such professional services set forth in the Scope of Services of this Agreement on a lump sum basis in the amount of **Forty-nine thousand dollars (\$49,000.00)**.

This fee would be subject to increase if any tasks in addition to those specifically set forth in the Scope of Services are requested, including but not limited to the analysis of additional time periods, issues, scenarios, or study locations. Supplemental or Additional Services may be provided if requested by the CLIENT or CONSULTANT and approved by CLIENT in advance of proceeding with such services.

Progress-based payments for all Services shall be made based on monthly invoices from CONSULTANT, and CLIENT shall make payment in full thereon within thirty (30) days of the invoice date. All fees quoted herein do not include any future state or federal mandated tax on professional service.

EXCLUSIONS

Services not being provided under this Agreement include, but are not limited to, the following:

- Topographic survey, models, concept plans or renderings.
- Meeting time beyond that specified in the Scope of Services. Any additional meeting time required will be invoiced on an hourly time & materials basis in accordance with the attached rate schedule.
- Public engagement including public meetings and exhibit preparation. Should this task be required, time required will be invoiced on an hourly time & materials basis in accordance with the attached rate schedule.

If requested, these or other services would be billed as extras on a time and materials basis using the rates set forth in Exhibit "1", attached hereto and incorporated herein by reference, unless they are addressed by a separate proposal. However, no additional services will be performed without direction or authorization from the CLIENT.

Exhibit 1



411 North 10th Street, Suite 200, St. Louis, Missouri 63101
820 South Main Street, Suite 207, St. Charles, Missouri 63301

2024 HOURLY RATE SCHEDULE PROFESSIONAL ENGINEERING AND PLANNING SERVICES

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
Senior Project Manager III	\$314	Engineering Designer I	\$130
Senior Project Manager II	\$289	Environmental Specialist IV	\$177
Senior Project Manager I	\$255	Environmental Specialist III	\$176
Senior Engineer I	\$252	Environmental Specialist II	\$145
Project Liaison	\$240	Environmental Specialist I	\$105
Project Engineer IV	\$205	Environmental Technician II	\$109
Project Engineer III	\$182	Environmental Technician I	\$94
Project Engineer II	\$165	Environmental Geologist	\$180
Project Engineer I	\$159	Historian/Section 106 Specialist IV	\$187
Engineering Intern III	\$145	Historian/Section 106 Specialist III	\$155
Engineering Intern II	\$135	Historian/Section 106 Specialist II	\$137
Engineering Intern I	\$125	Historian/Section 106 Specialist I	\$105
Senior Landscape Architect I	\$245	Certified Construction Inspector II	\$149
Landscape Architect	\$140	Certified Construction Inspector I	\$116
Senior Trans Planner II	\$252	Senior Appraiser	\$185
Senior Trans Planner I	\$194	Right of Way Services Specialist	\$146
Planner III	\$150	Realty Specialist	\$137
Planner II	\$130	Senior Graphic Designer	\$159
Planner I	\$115	Administrative Assistant	\$101
Engineering Designer IV	\$211	Student Intern	\$84
Engineering Designer III	\$156	Field Technician	\$87
Engineering Designer II	\$142		

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work. These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.