

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
ANDERSON ENGINEERING, INC.

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "City"), and Anderson Engineering, Inc. (hereinafter called "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date").

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

**Provide signed and sealed plans for arch culvert with
associated structural and roadway design, underneath
Crestridge Drive.**

(Description of Project)

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

Engineer shall serve as City's professional engineering, surveying or architecture 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, professional land surveyor or architect registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Engineer shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by City. City may elect to authorize the Project as a whole or in parts.

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Basic Services," dated **October 13, 2022** (hereinafter referred to as "Scope of Basic Services").

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

<u>Name and Title</u>	<u>Assignment</u>
Gary D. Strack, P.E., F.NSPE, Vice President	Client Liaison, QC/QA
Kurt H. Mester, P.E., Project Manager	Project Manager
Mitchell P. Gibler, E.I., Design Engineer	Design Engineer

All of the services required hereunder will be performed by Engineer or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 Engineer shall furnish such periodic reports as City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by City to assure proper accounting for all project funds. These records must be available to City or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by City, and agreed to in writing by Engineer, Engineer shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation

Consult with City's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional engineering services being performed.

3.1.3 Obtaining Services of Others

Provide through subcontract the services or data set forth in Scope of Basic Services. Engineer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.

3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.

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

3.1.6 Extra Services

Services not specifically defined heretofore that may be authorized in writing by City.

SECTION 4 - RESPONSIBILITIES OF City

4.1 Provide full information as to City's requirements for the Project.

4.2 Assist Engineer by placing at Engineer's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.

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

4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Engineer and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.

4.6 Designate **Tom Wellman**, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement. The City's designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to Engineer.

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

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

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

SECTION 5 - PERIOD OF SERVICE

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

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **270** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

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

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

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

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

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

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

6.1.1.6 Total payment for Scope of Basic Services and all other expenses and costs to City under this Agreement and described herein **shall not exceed \$123,500.**

6.2 Payments

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

Commercial General Liability Engineer agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** per occurrence and \$3,000,000 aggregate 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 occurrence and **\$3,000,000**

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

Business Automobile Liability Engineer agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Engineer's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Engineer does not own automobiles, Engineer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

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

endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

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

Right to Revise or Reject City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Engineer shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Engineer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Engineer or a subcontractor for part of the services), of anyone directly or indirectly employed by Engineer or by any subcontractor, or of anyone for whose acts Engineer or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Engineer to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

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

7.2.2 Engineer will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions which are caused by Engineer's failure to comply with above standard, and which are reported to Engineer within one year from the completion of Engineer's services for the Project.

7.2.3 In addition, Engineer will be responsible to City for damages caused by its negligent conduct during its activities at the Project site or in the field.

7.2.4 Professional Oversight Indemnification

Engineer understands and agrees that City has contracted with Engineer based upon Engineer's representations that Engineer is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Engineer agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Engineer. Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

7.3 Estimates and Projections

Estimates and projections prepared by Engineer relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment as a design professional. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by Engineer.

7.4 On-Site Services

Project site visits by Engineer during construction shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.

7.5 Changes

City shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or any Vice President of Engineer.

7.6 Suspension of Services

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

7.7 Termination

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

7.7.1 In the event of City's termination of this Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of City become its property.

Further, Engineer shall not be relieved of any liability to City for any damages sustained by City by virtue of any breach of this Agreement by Engineer and City may withhold any payments due Engineer for the purpose of set-off until such time as the exact amount of damages to City, if any, is determined.

7.8 Publications

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

7.9 Nondiscrimination

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

7.9.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, or gender identity. Engineer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or

any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Engineer agrees to post notices in conspicuous places, available to employees and applicants for employment.

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

7.9.3 Engineer shall comply with all provisions of local, state and federal laws governing the regulation of equal employment opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

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

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 Engineer agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this Agreement, Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Engineer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 Engineer shall require each subcontractor to affirmatively state in its contract with Engineer that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall also require each subcontractor to provide Engineer with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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

7.16 No Waiver of Immunities

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

7.17 Counterparts and Electronic Signatures

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

7.18 Agreement Documents

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

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

C

Work Authorization Affidavit

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

7.19 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

DocuSigned by:
By: De'Carlton Seewood
City Manager, De'Carlton Seewood *ek*

Date: 11/22/2022

ATTESTED BY:

DocuSigned by:
Sheela Amin
4E1F069B88D40A...
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
DA01C98E798B4D2...
Nancy Thompson, City Counselor

DS
ML

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **55816688 604990 SS151**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

DocuSigned by:
By: *Matthew Lue*
0032EF4594924EC
Director of Finance, Matthew Lue

DS
RB

ANDERSON ENGINEERING, INC.

By: *Gary D Shack*
Date: 10/21/2022

ATTEST:

By: *Kurt Mester*
Name: KURT MESTER 10/21/2022

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

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

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

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

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

Attachment A.

Scope of Services

Crestridge Culvert Replacement

October 13, 2022

The proposed project will replace the existing concrete masonry unit culvert that carries an un-named tributary of County House Branch under Crestridge Drive with a larger, open-bottom, arch type culvert that accommodates the 10-year flood without overflowing the east stream bank. The design will include grading and/or other features to achieve this goal while ensuring overflows in larger storms are managed so that they do not damage the properties to the east of the channel. The design will also include incorporating measures such as Newbury Weir-type channel drops to reduce the effective slope of the channel through the culvert, which may also include some design to lower a sanitary sewer which crosses the channel.

To be provided by the *City*:

- A Project Manager to act on the City's behalf with respect to the project. The City's Project Manager will render decisions in a timely manner pertaining to documents submitted by the consultant to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- Prompt written notice to the Consultant if the City becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Consultant's instruments of service.
- The application and processing for any necessary permits and environmental, historic and cultural clearances.
- Processing of pay applications, change orders and any payroll or labor wage rate certifications necessary for the project.
- A review of the findings of investigations and engineering reporting submittals to provide comments and determine if there will be any major changes in the scope as a result.
- A review of preliminary design submittals to provide comments and determine if the Consultant has approval to proceed forward in each stage of the design.
- Most recent aerial topographic data to cover the extent of the hydrologic model
- Existing Hydrologic and Hydraulic Models
- All public input processes
- R/W Acquisition except development of drawings and descriptions of R/W and easements.
- A conceptual drawing that outlines features, configurations and suggested parameters on which the consultant should base the design. Any major deviation from the conceptual design requires discussion with the City's Project Manager.
- Examples of plans with typical pay items.

To be provided by *Engineer*:

Deliverables Summary:

- Hydrologic model and report
- Hydraulic model and report
- Boundary survey, topographic survey and design in Autocad format
- Signed and sealed easement descriptions and display drawings
- Signed and Sealed Plans with project-specific specifications to be on the plans
- Floodplain and Army Corps of Engineer permit applications complete and ready to be signed by City
- Utility coordination in the design process.
- Topographic and Boundary survey, in state plane coordinates, necessary to complete the project including property information necessary for describing easements and enough topography from Stadium to Ridgemont and to the east right-of-way of College Park to estimate flood elevations from the 100-year flood.
- A geotech report characterizing conditions for design and construction of the culverts based on at least two borings to extend 10' below the channel bed. The report will include coring of competent rock that is found within 10' of the channel bed as part of the investigation.
- Any traffic control (per MUTCD) necessary for site investigations.
- A hydrologic and hydraulic analysis report with sub-catchments broken out based on models provided by the City and including results from a suite of storms; 1yr, 2yr, 10yr, 100yr and 500yr. Results to include tractive force and velocities for at least 2 cross sections in the channel between Crestridge and Ridgemont, not including the normal culvert cross sections. Report will summarize inputs to the models as well as results. A peer review, by a subconsultant (EFK Moen), of the 2D hydraulic modeling will be included prior to submission of the signed and sealed report.
- A Conceptual Design report, describing the proposed project and including/addressing the following:
 - Estimated depth of water in Crestridge resulting from a 100-year flood if the concept is implemented.
 - Designer's preference of arch culvert under Crestridge. Arched structure must allow rock riprap channel to be placed through the barrel of the structure during construction.
 - 5 foot wide sidewalk at back of curb on south side of Crestridge
 - Estimated cost of the project including major elements including sewer relocation, pavement removal and replacement, inlets and pipe, rock riprap, arched conveyance structure, headwalls and parapet walls.
 - Channel drop(s) similar to Newbury Weirs to reduce channel slope from 25 feet upstream of culvert through the culvert to 0.4-0.7 percent.
- Structural design, and plans will not be started until the conceptual phase has verified that a prefabricated arch culvert will work and the City notifies the Engineer to proceed. The structural work includes design of the footings and headwalls for a pre-fab open bottom

arch structure, but not the design of the structure itself. It is assumed that the manufacturer will provide the design of the culvert structure.

- Signed and sealed plans for a culvert and residential street, 24 feet back of curb to back of curb, minimum, with a 5-foot sidewalk at the back of curb on the south side of the street, a short wall at the back of walk, and a smooth transition from the boulevard on the west side of the culvert to the 24-foot section based on the attached conceptual plan. The design must work within City Standard Specifications. Project specific specifications must be included in the signed and sealed project drawings.
- Prepare Endangered Species report to accompany the 404 Permit submission.
- A Floodplain Development Permit application ready for the City to sign and submit. This scope does not include any FEMA map or floodway revisions should either become necessary.
- Prepare a 'No-Rise Certificate' if required, for submission to the Army Corps of Engineers.
- An Army Corps of Engineers 404/401 Permit application ready for the City to sign and submit.
- Digital copies of the survey/cad files in Autocad format will be provided to the City.
- An Engineer's Estimate to be broken down per City Standard Specifications and usual City bidding process.
- Design project administration and attendance at as many as five design meetings with the City and other stakeholders.
- No construction administration or bidding support is included in this scope of services.



Exhibit B

FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY  EFFECTIVE: 01/01/2022 THRU 12/31/2022

Jerrod Hogan, PLS, C.E.O.

BASIC CHARGES**PERSONNEL (HOURLY RATES):**

PRINCIPAL	\$ 280.00	ENVIRONMENTAL SPECIALIST II	\$ 138.00
PRINCIPAL ENGINEER	\$ 230.00	ENVIRONMENTAL SPECIALIST I	\$ 110.00
ENGINEERING MANAGER	\$ 207.00	ONE MAN SURVEY CREW	\$ 131.00
PROJECT MANAGER	\$ 187.00	TWO MAN SURVEY CREW	\$ 166.00
PROJECT ENGINEER	\$ 165.00	THREE MAN SURVEY CREW	\$ 221.00
ASSOCIATE ENGINEER	\$ 140.00	FOUR MAN SURVEY CREW	\$ 275.00
DESIGN ENGINEER	\$ 112.00	GIS DIRECTOR	\$ 172.00
PROJECT DESIGNER	\$ 147.00	GIS MANAGER	\$ 144.00
SENIOR DESIGNER	\$ 132.00	GIS ANALYST	\$ 133.00
DESIGNER III	\$ 119.00	GIS SPECIALIST	\$ 111.00
DESIGNER II	\$ 107.00	GIS TECHNICIAN	\$ 94.00
DESIGNER	\$ 96.00	IBC FIRESTOP INSPECTOR	\$ 111.00
PROJECT COORDINATOR	\$ 106.00	DRILLING COORDINATOR	\$ 147.00
PRINCIPAL SURVEYOR	\$ 207.00	PROJECT REPRESENTATIVE III	\$ 111.00
SURVEY MANAGER	\$ 177.00	PROJECT REPRESENTATIVE II	\$ 94.00
PROJECT SURVEYOR	\$ 138.00	PROJECT REPRESENTATIVE I	\$ 80.00
ASSOCIATE SURVEYOR	\$ 116.00	STRUCTURAL STEEL INSPECTOR	\$ 111.00
LAB MANAGER	\$ 149.00	AWS CERTIFIED WELD INSPECTOR	\$ 111.00
TECHNICIAN IV - SURVEY/LAB SPECIAL	\$ 111.00	ASNT TC-1A ULTRASONIC, MAG	\$ 111.00
TECHNICIAN III - SURVEY/SENIOR LAB	\$ 91.00	PARTICLE & DYE TESTING - LEVEL II	\$ 105.00
TECHNICIAN IIs - SURVEY	\$ 76.00	ADMINISTRATIVE ASSISTANT	\$ 55.00
TECHNICIAN II - LAB	\$ 65.00	PROJECT COORDINATOR ASST	\$ 68.00
TECHNICIAN I - SURVEY/LAB AIDE	\$ 54.00		

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$ 0.74 /MILE	GPS	\$ 319.00 /DAY
VEHICLE (SUBURBAN & 1 TON)	\$ 0.84 /MILE	ROBOTIC TOTAL STATION	\$ 295.00 /DAY
WATER TRUCK PER DAY +	\$ 85.00 /DAY	DRONE	\$ 470.00 /DAY
WATER TRUCK PER MILE	\$ 0.81 /MILE	COPIES	\$ 0.17 EACH
LASER SCANNING	\$ 469.00 /DAY	PRINTING PLANS	\$ 0.59 /SF + TECH TIME
MOBILE LIDAR \$5,000 MINIMUM	\$ 1,000.00 /DAY		

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK)

1.5 TIMES THE HOURLY RATE.

HOURLY RATES:

APPLY TO MEETINGS AND TRAVEL TIME

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

MINIMUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP.

FEE SCHEDULE**JANUARY 1, 2022 THRU DECEMBER 31, 2022****PAGE 2 OF 3****HAZARDOUS OPERATION CHARGE:**

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES + \$	15.00 /EACH
CONE PENETROMETER	BASIC CHARGES + \$	19.00 /EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES + \$	312.00 /EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES + \$	31.00 /EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES + \$	124.50 /DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES + \$	55.00 /DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES + \$	248.50 /DAY

LABORATORY TEST CHARGES:**AGGREGATES (ASTM)**

	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	\$ 158.50
L.A. ABRASION, LARGE AGG. (C535)	\$ 193.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$ 266.50
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$ 371.50
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$ 525.00
SIEVE ANALYSIS, DRY AGG. (C136)	\$ 65.00
SIEVE ANALYSIS (C117)	\$ 79.50
SIEVE ANALYSIS (C117, C136)	\$ 98.00
SPECIFIC GRAVITY, FINE AGG. (C128)	\$ 72.00
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$ 72.00
LIGHTWEIGHT PIECES IN AGG. (C123)	\$ 111.50
ORGANIC IMPURITIES (C40)	\$ 65.00
FLAT & ELONGATED PIECES (D4791)	\$ 98.00
DELETERIOUS MATLS (MODOT TM71)	\$ 86.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$ 106.00
DRY RODDED UNIT WEIGHT (C29)	\$ 46.00

MASONRY TESTS (ASTM)

COMPRESSIVE STRENGTH 4" BLOCK	\$ 32.00
COMPRESSIVE STRENGTH 6" BLOCK	\$ 40.00
COMPRESSIVE STRENGTH 8" BLOCK	\$ 55.00
COMPRESSIVE STRENGTH CMU	\$ 91.50
COMPRESSIVE STRENGTH MORT/GR CUBE	\$ 15.00
GROUT PRISM	\$ 15.00
MORTAR CYLINDER (2" X 4")	\$ 15.00
ABSORPTION, MASONRY BLOCK	\$ 53.00
LINEAR SHRINKAGE (SET OF 3)	\$ 398.00

BITUMINOUS TESTING

ASPHALT CONTENT	\$ 119.00
ASPHALT CONTENT & AGG. GRADATION	\$ 198.50
SIEVE ANALYSIS EXTRACTION	\$ 98.00
MARSHALL TEST, FIELD - 3 PUCKS	\$ 98.00
MARSHALL TEST, LAB - 3 PUCKS	\$ 145.50
RETAINED STABILITY	\$ 224.50
ASPHALT CORE DENSITY, EACH	\$ 32.00
THEORETICAL MAX. DENSITY	\$ 158.50

CONCRETE/ROCK CORE

CORE TRIM & TEST	\$ 52.75
THICKNESS (AASHTO T148/ASTM C174)	\$ 30.00

SOIL TESTS (ASTM)

	UNIT CHARGE
ATTERBERG LIMITS (D4318)	\$ 72.00
ATTERBERG LIMITS - CH (D4318)	\$ 104.50
SWELL TEST, 1/16 TSF (D4546)	\$ 193.00
SWELL PRESSURE (D4546)	\$ 365.00
SHRINKAGE LIMIT (D4643)	\$ 72.00
MOISTURE CONTENT (2216)	\$ 8.00
SIEVE + HYDROMETER	\$ 178.50
HYDROMETER ONLY (D422)	\$ 98.00
USCS CLASSIFICATION	\$ 33.00
PERCENT PASSING #200	\$ 53.00
SPECIFIC GRAVITY (D845)	\$ 91.50
UNCONFINED COMPRESSION	\$ 63.00
UNCONFINED/TRIAXIAL, REMOLDED	\$ 98.00
TRIAxIAL TEST, PP, CU w/PP /POINT	\$ 500.00
ORGANIC MATTER (D2974-C)	\$ 65.00
PENETROMETER	\$ 6.00
SAMPLE PREP, PER HOUR	\$ 63.00
SHELBY TUBE DENSITY	\$ 40.00
RESISTIVITY, 1 POINT	\$ 77.00
RESISTIVITY, MINIMUM	\$ 88.00
Ph	\$ 65.00
CONSOLIDATION TEST, TO 8 TSF	\$ 504.00
CONSOLIDATION TEST, >8 TSF	\$ 65.00
CALIFORNIA BEARING RATIO, LAB, /PNT	\$ 150.00
PERMEABILITY, FALLING HEAD 4" MOLD	\$ 476.00
PERMEABILITY, FLEXIBLE WALL	\$ 550.00
PERMEABILITY CONSTANT HEAD	\$ 476.00
PERMEABILITY, FALLING HEAD UNDISTURBED	\$ 575.00

LABORATORY COMPACTION TESTS

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	\$ 190.50
STD. PROCTOR (D698), MTH. C	\$ 224.50
STD. PROCTOR (D698), 1 POINT	\$ 67.00
MOD. PROCTOR (D1557), MTH. A & B	\$ 232.50
MOD. PROCTOR (D1557), MTH. C	\$ 314.50
MOD. PROCTOR (D1557), 1 POINT	\$ 74.00
RELATIVE DENSITY	\$ 477.00

CONCRETE TESTING

4" X 8" OR 6" X 12" TEST MOLD	\$ 2.25
6" X 12" CYLINDER, TESTED AND MOLD	\$ 18.00
4" X 8" CYLINDER, TESTED AND MOLD	\$ 12.75
SAW CONCRETE CYLINDER	\$ 31.25
BEAM FLEXURAL STRENGTH	\$ 44.00
CONCRETE BEAM, NOT TESTED	\$ 25.00
SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$ 36.00



FEE SCHEDULE**JANUARY 1, 2022 THRU DECEMBER 31, 2022****PAGE 3 OF 3****DRILLING SERVICES CHARGES:**

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE - CME 75 RIGS (\$100 MINIMUM)	\$ 3.50 /MILE
MILEAGE - CME 550 RIGS (\$150 MINIMUM)	\$ 4.00 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	\$ 221.50 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	\$ 258.00 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	\$ 258.00 /HOUR
CORE BIT CHARGE	\$ 7.27 /FOOT
ROCK CORE SET UP	\$ 90.35 /BORING
DECONTAMINATION EQUIPMENT	\$ 175.50 /DAY
GROUT MACHINE	\$ 292.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	\$ 13.50 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	\$ 375.00 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	\$ 250.00 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	\$ 94.00 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	\$ 303.50 /DAY
MINIMUM DRILLING CHARGE	\$ 1,375.00 /DAY

DRILLING ITEM:

	<u>DEPTH:</u>				
	0' TO 20'	20' TO 40'	40' TO 60'	60' TO 100'	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	\$ 9.65	\$ 10.75	\$ 11.90	\$ 13.35	\$ -
SOIL OVERBURDEN, 6 IN. HS AUGER	\$ 11.65	\$ 13.35	\$ 14.45	\$ 16.15	\$ -
SOIL OVERBURDEN, 8 IN. HS AUGER	\$ 11.65	\$ 14.45	\$ 17.60	\$ 20.50	\$ -
SOIL OVERBURDEN, 10 IN. HS AUGER	\$ 13.35	\$ 20.50	\$ -	\$ -	\$ -
SOIL OVERBURDEN, 12 IN. HS AUGER	\$ 16.15	\$ 20.50	\$ -	\$ -	\$ -
ROCK PENETRATION	\$ 36.05	\$ 40.30	\$ 42.90	\$ 49.95	\$ 73.60
NQ CORING	\$ 46.90	\$ 49.95	\$ 56.25	\$ 64.75	\$ -
STANDARD PENETRATION TEST	\$ 26.65	\$ 33.20	\$ 40.65	\$ 46.90	\$ -
3IN. SHELBY TUBES	\$ 33.20	\$ 40.65	\$ 46.90	\$ 53.95	\$ -

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.



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

County of Cass)
State of Missouri) ss.

My name is Gary Strack. I am an authorized agent of Anderson Engineering, Inc (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.

Gary D Strack
Affiant

Gary D Strack
Printed Name

Subscribed and sworn to before me this 20 day of October, 2022

Hanna LM Samuelson
Notary Public

HANNA LM SAMUELSON
Notary Public, Notary Seal
State of Missouri
Cass County
Commission # 14608033
My Commission Expires 04-22-2026