

**AGREEMENT**  
**For**  
**PROFESSIONAL ENGINEERING SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Burns & McDonnell Engineering Company, 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:

**Renewable Natural Gas Feasibility Study for the  
Columbia Landfill.**

*(Description of Project)*

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

ENGINEER shall serve as CITY's professional engineering contractor in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of the services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated **October 29, 2019** (hereinafter referred to as "Scope of Basic Services").

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

<u>Name and Title</u>	<u>Assignment</u>
<b>Brian Weis, PE</b>	<b>Project Manager</b>
<b>Scott Martin, PE</b>	<b>Lead Engineer</b>

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

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 **Christian Johanningmeier, PE, Power Production Superintendent**, 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 **365** 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 \$160,500.00.**

## 6.2 Payments

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

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

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

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

**Professional Liability** ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended

Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

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

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

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

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

**Waiver of Subrogation** ENGINEER agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ENGINEER to enter into 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 No Waiver of Immunities

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

7.16 Agreement Documents

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

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

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

7.17 Entire Agreement

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

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

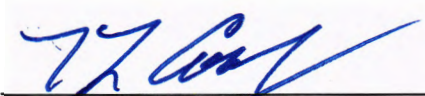
APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor AK

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **3768353 604990 E0175**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

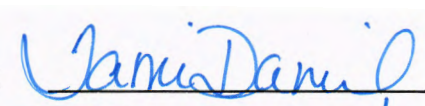
By: \_\_\_\_\_  
Director of Finance

**BURNS & MCDONNELL ENGINEERING  
COMPANY, INC.**

By:  \_\_\_\_\_

Date: 12/6/19 \_\_\_\_\_

ATTEST:

By:  \_\_\_\_\_  
Name: Tami Daniel \_\_\_\_\_

**Exhibit A**  
**Renewable Natural Gas Feasibility Study**  
**City of Columbia, Missouri**  
**Utilities Department**  
**October 29, 2019**

Columbia Water & Light (“CITY”) operates a Landfill Gas to Electricity Plant at the CITY’s municipal landfill (Landfill). The CITY desires to conduct a feasibility study to determine if using landfill gas to produce Renewable Natural Gas (RNG) is feasible and, if so, is a more economical use of landfill gas, when compared to electricity generation from the current Landfill Gas to Electricity Plant. The RNG would potentially be used as transportation fuel as part of the United States Environmental Protection Agency’s (EPA’s) Renewable Fuel Standards (RFS) Program, by injection into a local utility pipeline or by an onsite compressed natural gas (CNG) fueling station, or by both methods in a phased program approach.

Burns & McDonnell Engineering Company, Inc. (“ENGINEER”) has prepared a preliminary feasibility study for the CITY to validate the financial viability of the project based on high-level assumptions. The preliminary study showed reasonable simple payback periods, indicating that the project has the potential to be viable and warrants further study. Burns & McDonnell now proposes the following Scope of Work for this RNG Feasibility Study, to be performed in accordance with the terms and conditions of the Agreement for Professional Services.

**Scope of Work**

**Task 1 – Project Kick-Off and Data Request**

ENGINEER will prepare and submit a data request for key information desired to complete the Study prior to the kick-off meeting. This request will contain information required to understand known plant construction constraints, recent landfill gas collection / power plant generation, and utility distribution constraints. The kick-off meeting will be held in Columbia, MO with ENGINEER, key CITY staff and stakeholders at the Landfill site. The goals of this initial meeting include:

- Review results of the preliminary feasibility study prepared by ENGINEER
- Finalize objectives, expectations, and schedule
- Establish project points of contact
- Review initial data request
- Determine status and location of data
- Discuss and agree on key assumptions
- Agree on specific work products and deliverables

**Task 2 – Determine RNG Quality and Quantity**

ENGINEER will utilize the USEPA’s LandGEM first order decay model to estimate landfill gas recovery potential and generation. ENGINEER will review model inputs and will update the existing landfill gas generation and collection model for the Landfill.

ENGINEER will review recent flow information from the Landfill’s wellfield and consult with the CITY’s Landfill Gas Power Plant and Landfill operators to discuss operational items that may influence the overall quantity of biogas collected. The modeling projections developed by ENGINEER will be for a minimum of 10-years to align with the financial projections to be developed in Task 6. In addition, up to two raw biogas samples are planned to be collected from the CITY’s existing landfill gas collection

system and analyzed by a subcontracted 3<sup>rd</sup> party analytical laboratory to assess potential biogas conditioning / treatment requirements.

A conference call will be conducted with the CITY to review the landfill gas modeling inputs and results that will be included in the report (Task 8).

### **Task 3 – Gas Utility Connection Details and Onsite CNG Station Quality Requirements**

ENGINEER will utilize database of pipeline information and review existing information from the National Pipeline Mapping System (NPMS) to identify local transmission and distribution pipelines in proximity to the Landfill. ENGINEER will consider a potential connection to an Ameren branch pipeline at the Columbia Energy Center, identified by the CITY during the preliminary study review. ENGINEER will contact pipeline operators to understand potential interconnection cost, location(s), materials of construction, pressure, gas quality, and monitoring requirements associated with interconnecting to the local utility pipelines. ENGINEER's SUBCONSULTANT will assist with identifying apparent natural gas transportation and storage strategies available to the CITY. ENGINEER will also evaluate gas quality requirements for the potential alternative of an onsite CNG fueling station for the City's fleet vehicles (this end use may have different quality requirements than a utility pipeline injection).

### **Task 4 – Outline Process and Equipment and Develop Concept Plan**

Landfill gas mixtures require removal of impurities and CO<sub>2</sub> to create RNG from biogas. ENGINEER will evaluate the following technologies to perform these processes:

- Water or Solvent Scrubbing: Scrubbing separates CO<sub>2</sub> from biogas and dissolves it in water or solvent through the absorption column. CO<sub>2</sub> is then released into the desorption column by adding air at atmospheric pressure. Other impurities likely need treatment, typically by an activated carbon filter or thermal oxidizer.
- Membranes: CH<sub>4</sub> recovery is possible as membranes allow most of the CO<sub>2</sub> to permeate through the dense filter. The resulting RNG may be of a quality to then be injected into existing natural gas pipelines.
- Pressure Swing Adsorption: A dry, four-phase process, pressure swing adsorption (PSA) separates gases. Biogas is fed into a column and CO<sub>2</sub> is adsorbed on bed material while CH<sub>4</sub> flows through the column. When the adsorption column material is saturated with CO<sub>2</sub>, the feed is closed, and pressure is released. The CO<sub>2</sub>-rich gas is then led to an off-gas stream.

Once the analytical information from biogas samples (collected in Task 1) have been received, ENGINEER will evaluate the above treatment technologies and treatment infrastructure required to meet criteria provided by the end user pipeline (whichever pipeline is the apparent best option).

ENGINEER will include in this task a high-level analysis to consider including an anaerobic digester (AD). The analysis will examine an AD's ability to boost gas quantity and methane content as part of the RNG process.

ENGINEER will develop concept design criteria including an anticipated range of inlet biogas conditions and a target range of refined biogas conditions based on criteria provided by the end user. ENGINEER will evaluate how modifications to the City's Landfill collection infrastructure and operational practices may affect inlet biogas condition. ENGINEER will work with vendors to size pre-treatment and RNG processing skid capacities based on the revised landfill gas model over a minimum 10-year horizon, contaminants present in the CITY's landfill gas, and natural gas quality requirements provided by the natural gas utility. ENGINEER will review characteristics of the treatment processes waste byproducts to assess disposal requirements and associated costs. ENGINEER will work with CNG fuel station equipment vendors to size equipment and schematically design storage and dispenser system alternative in accordance with CITY preferences.

Preliminary budgetary capital and operations and maintenance (O&M) costs, schematics, and performance specifications will be obtained from equipment vendors for review by ENGINEER and the CITY to select preferred technologies for the biogas upgrade.

An in-person meeting will be conducted with the CITY to review the findings from Tasks 1-4. ENGINEER will provide recommendations as to which RNG processing skid technologies/vendors are well suited for further consideration and implications of an onsite CNG station alternative. ENGINEER has assumed that at this meeting up to two RNG processing skid technologies/vendors will be selected for further consideration in this study.

#### **Task 5 – Prepare Concept Project Cost Estimate and Schedule**

ENGINEER will prepare opinions of probable construction, indirect costs, and O&M costs for two RNG processing skid technologies, a transmission pipeline construction, and an onsite CNG fuel station phase alternative. Indirect costs are anticipated to include preparation of construction bidding documents, procurement packages, surveying, air permitting, material testing, construction oversight, and commissioning assistance. O&M cost inputs will include labor, consumable component repair / replacement, treatment media replacement and disposal, and energy consumption. A 30 percent screening/desktop level evaluation contingency will be applied.

ENGINEER will develop a project schedule for two scenarios based on the following critical timelines: Design, Permitting, Equipment Procurement, Contractor Bidding and Procurement, and Construction Duration. The first scenario would include construction of the RNG treatment system and a pipeline to transport the gas to a utility pipeline. An alternative schedule will be developed for the scenario in which the RNG treatment system and an onsite CNG fueling station is constructed as Phase 1 of a multiphase project. Under this scenario Phase 2 would include design and construction of a pipeline to transport the gas to a utility pipeline (Phase 2 would not be detailed on the alternative schedule as it would be determined at a later date).

#### **Task 6 – Project Revenues and Develop Economic Model and Pro Forma**

ENGINEER will review existing state and federal incentives that may aid with making a project financially feasible. These include but are not limited to:

- The Renewable Fuel Standard (RFS)
- The California low-carbon fuel standard (LCFS)
- Oregon Clean Fuels Program (CFP)

ENGINEER will generate projections for revenues and costs over 10 years for both scenarios described in Task 5. ENGINEER will then prepare its own independent projections based on ENGINEER's assessment of the potential demand for RNG and provide assumptions underlying the forecasts. The forecasts will include a base case and sensitivity cases which will include multiple revenue stream opportunities. The volatility and risk in market price will be considered in the projection and discussed in the report (Task 8). Financial modeling will include calculation of Internal Rate of Return (IRR), Net Present Value (NPV), and simple payback duration. The simple payback model developed by ENGINEER for the preliminary study will be updated for the scenarios and new metrics to be presented.

#### **Task 7 – Outline RFS Considerations, Incentives, Risks and Next Steps**

ENGINEER will employ SUBCONSULTANTS to assist with outlining potential pipeline purchase agreements, incentive considerations, and risk mitigation strategies for the concept project.

ENGINEER's pipeline purchase agreement SUBCONSULTANT will assist in evaluating and executing required energy infrastructure services and contracts necessary to move biogas into a commercial pipeline

system. SUBCONSULTANT will also help evaluate pipeline injection logistics, potential RNG offtake, RFS / renewable identification number (RIN) value analysis, and other pre-operational biogas optimization services and contracts necessary to monetize the physical and environmental aspects of biogas production.

ENGINEER's accounting and energy compliance services SUBCONSULTANT will help outline registration and compliance with the United States Environmental Protection Agency (USEPA) Quality Assurance Plan (QAP) program and how they would help verify RIN integrity for the concept project under both scenarios described in Task 5.

With SUBCONSULTANTS' assistance as described above, ENGINEER will provide the CITY with a summary of the benefits and risks associated with developing an RNG project. ENGINEER will provide a project development evaluation matrix, comparing various process options and/or market price scenarios. The CITY's project team can share this deliverable with the CITY staff and stakeholders once finalized in Task 8.

ENGINEER will present the opinion of project costs, findings of the financial analyses, and the project development evaluation matrix to the CITY's project team following the completion of Tasks 1-7 for review and feedback on if/how the CITY may choose to advance the project.

#### **Task 8 – Prepare RNG Feasibility Study Report**

ENGINEER will prepare and submit a draft sectional report to summarize the results of all the Tasks included herein. After the CITY reviews and provides feedback on the draft report, ENGINEER will incorporate changes as desired by the CITY and issue a final report.

#### **Optional Task 9 – City Stakeholder Meetings**

ENGINEER will be available to participate in two additional meetings with CITY stakeholders. ENGINEER will have two individuals present at the meetings. Each meeting will add \$4,215 to the base contract cost, for a possible total of \$8,430 for this optional task. Each meeting and additional cost will be approved in writing by the City prior to the meeting dates.

#### **Assumptions:**

The following are our project scope of work assumptions:

- CITY will provide assistance by placing at ENGINEER's disposal all available information pertinent to the scope of services for this project. ENGINEER will rely on information made available by the CITY as accurate without independent verification
- ENGINEER has assumed the laboratory SUBCONTRACTOR services and cost estimate by AccuLabs, Inc. to provide analytical data for two landfill gas samples obtained by ENGINEER in Task 2. The cost assumed for these services including shipping is \$5,000. Any change to final subcontract agreement or scope with the subcontracted 3<sup>rd</sup> party analytical laboratory will be brought to the CITY's attention and may affect ENGINEER's compensation.
- ENGINEER has assumed the pipeline purchase agreement SUBCONSULTANT cost estimate for Kinect Energy to provide services described in Tasks 3 and 7 is \$15,750. Any change to final subcontract agreement or scope with SUBCONSULTANT may affect ENGINEER's compensation, any such changes will be brought to the CITY's attention and approved prior to execution of the SUBCONSULTANT's scope of services.
- ENGINEER has assumed the accounting and energy compliance services SUBCONSULTANT cost estimate for Weaver to provide services described in Task 7 is \$10,500. Any change to final subcontract agreement or scope with SUBCONSULTANT may affect ENGINEER's compensation, any such changes



will be brought to the CITY's attention and approved prior to execution of the SUBCONSULTANT's scope of services.

- ENGINEER's estimates, analyses, and recommendations to be presented in this study will be based on our professional experience and judgment, as well as external sources and assumptions. ENGINEER does not guarantee that actual values or scenarios will not differ from those presented. Further evaluation of certain information, assumptions, and scenarios may be warranted at the discretion of the CITY.
- Participation in Optional Task 9 meetings by SUBCONSULTANTS may add additional costs, which will be quantified and approved by the City prior to meeting dates.

**Cost Estimate  
on a per Task Basis**

**Columbia Water & Light  
RNG Feasibility Study  
Columbia, MO**

(fill in green boxes)

Task No.	Task Description					EXPENSES						
		Category	Hourly Rate	Hours	Fee	Item	Quantity	Unit	Fee per Unit	Bare Fee	Percent Markup	Total Fee
1.0	Kickoff and Data Request	Associate (16)	\$252.00			Car	1	day	\$60.00	\$60.00		\$60.00
		Associate (15)	\$249.00	2	\$498.00	Miles	280	Mile	\$0.27	\$75.60		\$75.60
		Associate (14)	\$245.00	18	\$4,410.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00									
		Staff (10)	\$175.00	6	\$1,050.00							
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
<b>Task Subtotals</b>				<b>26</b>	<b>\$5,958.00</b>	Technology Charge	26	hour	\$9.95	\$258.70		\$258.70
<b>Task Total</b>											<b>\$394.30</b>	<b>\$394.30</b>
2.0	Determine RNG Quality and Quantity	Associate (16)	\$252.00			Laboratory	1	Lump	\$5,000.00	\$5,000.00		\$5,000.00
		Associate (15)	\$249.00									
		Associate (14)	\$245.00	7	\$1,715.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00									
		Staff (10)	\$175.00	14	\$2,450.00							
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
<b>Task Subtotals</b>				<b>21</b>	<b>\$4,165.00</b>	Technology Charge	21	hour	\$9.95	\$208.95		\$208.95
<b>Task Total</b>											<b>\$5,208.95</b>	<b>\$5,208.95</b>
<b>Task Total</b>											<b>\$9,373.95</b>	<b>\$9,373.95</b>

**Cost Estimate  
on a per Task Basis**

**Columbia Water & Light  
RNG Feasibility Study  
Columbia, MO**

(fill in green boxes)

Task No.	Task Description					EXPENSES						
		Category	Hourly Rate	Hours	Fee	Item	Quantity	Unit	Fee per Unit	Bare Fee	Percent Markup	Total Fee
3.0	Gas Utility Connection Details and CNG Fuel Station Requirements	Associate (16)	\$252.00									
		Associate (15)	\$249.00									
		Associate (14)	\$245.00	20	\$4,900.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00	85	\$16,065.00							
		Staff (10)	\$175.00									
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
		<b>Task Subtotals</b>				<b>105</b>	<b>\$20,965.00</b>	Technology Charge	105	hour	\$9.95	\$1,044.75
<b>Task Total</b>												<b>\$22,009.75</b>
4.0	Outline Process / Equipment 2 Scenarios	Associate (16)	\$252.00			Car	1	day	\$60.00	\$60.00		\$60.00
		Associate (15)	\$249.00	6	\$1,494.00	Mileage	280	Miles	\$0.27	\$75.60		\$75.60
		Associate (14)	\$245.00	38	\$9,310.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00	9	\$1,701.00							
		Staff (10)	\$175.00	70	\$12,250.00							
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
		<b>Task Subtotals</b>				<b>123</b>	<b>\$24,755.00</b>	Technology Charge	123	hour	\$9.95	\$1,223.85
<b>Task Total</b>												<b>\$26,114.45</b>

**Cost Estimate  
on a per Task Basis**

**Columbia Water & Light  
RNG Feasibility Study  
Columbia, MO**

(fill in green boxes)

Task No.	Task Description					EXPENSES						
		Category	Hourly Rate	Hours	Fee	Item	Quantity	Unit	Fee per Unit	Bare Fee	Percent Markup	Total Fee
5.0	Prepare Capital/OM Cost, Schedule 2 Scenarios	Associate (16)	\$252.00									
		Associate (15)	\$249.00	2	\$498.00							
		Associate (14)	\$245.00	36	\$8,820.00							
		Senior (13)	\$237.00	8	\$1,896.00							
		Senior (12)	\$213.00									
		Staff (11)	\$189.00	6	\$1,134.00							
		Staff (10)	\$175.00	28	\$4,900.00							
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
<b>Task Subtotals</b>				<b>80</b>	<b>\$17,248.00</b>	Technology Charge	80	hour	\$9.95	\$796.00		\$796.00
<b>Task Total</b>											<b>\$18,044.00</b>	
6.0	Revenue / RINs / Pro Forma 2 Scenarios + CNG	Associate (16)	\$252.00									
		Associate (15)	\$249.00	3	\$747.00							
		Associate (14)	\$245.00	58	\$14,210.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00									
		Staff (10)	\$175.00	8	\$1,400.00							
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
<b>Task Subtotals</b>				<b>69</b>	<b>\$16,357.00</b>	Technology Charge	69	hour	\$9.95	\$686.55		\$686.55
<b>Task Total</b>											<b>\$17,043.55</b>	

**Cost Estimate  
on a per Task Basis**

**Columbia Water & Light  
RNG Feasibility Study  
Columbia, MO**

(fill in green boxes)

Task No.	Task Description					EXPENSES						
		Category	Hourly Rate	Hours	Fee	Item	Quantity	Unit	Fee per Unit	Bare Fee	Percent Markup	Total Fee
7.0	Outline RFS, Risks, Planning Next Step	Associate (16)	\$252.00			Subconsultants (Kinect	1	Lump	\$15,000.00	\$15,750.00		\$15,750.00
		Associate (15)	\$249.00	2	\$498.00	Subconsultants (Weav	1	Lump	\$10,000.00	\$10,500.00		\$10,500.00
		Associate (14)	\$245.00	24	\$5,880.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00									
		Staff (10)	\$175.00	12	\$2,100.00							
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
		<b>Task Subtotals</b>				<b>38</b>	<b>\$8,478.00</b>	Technology Charge	38	hour	\$9.95	\$378.10
<b>Task Total</b>											<b>\$26,628.10</b>	<b>\$26,628.10</b>
<b>Task Total</b>											<b>\$35,106.10</b>	
8.0	FS Report, Review Mtg, Comments	Associate (16)	\$252.00			Car	1	day	\$60.00	\$60.00		\$60.00
		Associate (15)	\$249.00	5	\$1,245.00	Mileage	280	Miles	\$0.27	\$75.60		\$75.60
		Associate (14)	\$245.00	44	\$10,780.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00									
		Staff (10)	\$175.00	12	\$2,100.00							
		Assistant (9)	\$151.00	18	\$2,718.00							
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
		<b>Task Subtotals</b>				<b>79</b>	<b>\$16,843.00</b>	Technology Charge	79	hour	\$9.95	\$786.05
<b>Task Total</b>											<b>\$921.65</b>	<b>\$921.65</b>
<b>Task Total</b>											<b>\$17,764.65</b>	
<b>Project Total</b>											<b>\$151,808.75</b>	

**Cost Estimate  
on a per Task Basis**

**Columbia Water & Light  
RNG Feasibility Study  
Columbia, MO**

(fill in green boxes)

Task No.	Task Description					EXPENSES						
		Category	Hourly Rate	Hours	Fee	Item	Quantity	Unit	Fee per Unit	Bare Fee	Percent Markup	Total Fee
9.0	Optional Meetings (2)	Associate (16)	\$252.00			Car	2	day	\$60.00	\$120.00		\$120.00
	Water & Light Board Meeting	Associate (15)	\$249.00			Mileage	560	Miles	\$0.27	\$151.20		\$151.20
	City Council Meeting	Associate (14)	\$245.00	32	\$7,840.00							
		Senior (13)	\$237.00									
		Senior (12)	\$213.00									
		Staff (11)	\$189.00									
		Staff (10)	\$175.00									
		Assistant (9)	\$151.00									
		Assistant (8)	\$129.00									
		Assistant (7)	\$93.00									
		Technician (6)	\$81.00									
<b>Task Subtotals</b>				<b>32</b>	<b>\$7,840.00</b>	Technology Charge	32	hour	\$9.95	\$318.40		\$318.40
<b>Task Total</b>										<b>\$589.60</b>		<b>\$8,429.60</b>

Exhibit B

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$64.00
Technician *	6	\$81.00
Assistant *	7	\$93.00
	8	\$129.00
	9	\$151.00
Staff *	10	\$175.00
	11	\$189.00
Senior	12	\$213.00
	13	\$237.00
Associate	14	\$245.00
	15	\$249.00
	16	\$252.00
	17	\$257.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2020, and are subject to revision thereafter.

## **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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).



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

County of Jackson )  
State of Missouri ) ss.

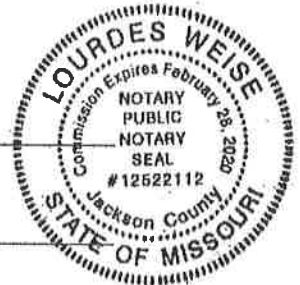
My name is Megan Perdue. I am an authorized agent of Burns  
? McDonnell (Bidder). This business is enrolled and participates in a federal  
work authorization program for all employees working in connection with services  
provided to the City of Columbia. This business does not knowingly employ any 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.

Megan Perdue  
Affiant

Megan Perdue  
Printed Name



Subscribed and sworn to before me this 6<sup>th</sup> day of December, 2019

Lourdes Weise  
Notary Public