

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF COLUMBIA, MISSOURI AND BARTLETT & WEST, INC.
FOR IMPROVEMENTS TO THE ASH STREET CORRIDOR**

THIS AMENDMENT (hereinafter “Amendment”) is made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”), and Bartlett & West, Inc. (hereinafter “Contractor”), both parties to the Professional Engineering Services Agreement dated November 2, 2021 (hereinafter “Original Agreement”), and is entered into on the date of the last signatory below (hereinafter “Effective Date”). City and Contractor are each individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the Original Agreement, attached as **Attachment 1**, was for Contractor to provide engineering services to City for improvements to the Ash Street Corridor between Providence Road and Clinkscales Road (hereinafter the “Project”); and

WHEREAS, the Original Agreement contemplated the completion of the Project in a two phase process with Phase 1 being more specifically described in the Scope of Services, attached as Exhibit A to the Original Agreement; and

WHEREAS, the Parties are prepared to begin Phase 2 of the Project with a detailed Scope of Services, attached hereto as **Attachment 2**, an updated pricing in the Project Fee Estimating Sheet, attached hereto as **Attachment 3**, and an updated total cost of the Project; and

WHEREAS, the Parties agree that an amendment to the Original Agreement is necessary to include the Phase 2 Scope of Services (**Attachment 2**), and to amend the total payment to Contractor, with pricing as shown in the Project Fee Estimating Sheet (**Attachment 3**) in the Original Agreement.

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

1. **General.** All terms and provisions of the Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
2. **Amendment.** The Original Agreement shall be amended to include: the Scope of Services, **Attachment 2**; the Project Fee Estimating Sheet, **Attachment 3**; and to amend the total payment costs not to exceed. The terms of the Original Agreement is amended as follows:
 - a. Section 2.1.1 of the Original Agreement shall be amended to add the following sentence at the end of the paragraph: “Perform professional services

as set forth in **Attachment 2**, 'Scope of Services, dated November 11, 2022, Ash Street Improvements – Supplemental 1'.

- b. The first sentence of Section 6.1.1.1 of the Original Agreement shall be amended to state: "For time spent by personnel, payment at the hourly rates indicated in the 'Schedule of Hourly Labor Billing Rates' (attached) **and in the Project Fee Estimating Sheet, attached as Attachment 3.**"
- c. Section 6.1.1.6 of the Original Agreement shall be amended to state: "Total payment for Scope of Services and all other expenses and costs to City under this Agreement and described herein shall not exceed **five-hundred twenty-eight thousand sixty-three dollars and zero cents (\$528,063.00).**"

3. **Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

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

City: City of Columbia, MO

By: _____
De'Carlon Seewood, City Manager

SSC

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account 44008830 604023 00714, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore.

By: _____
Matthew Lue, Director of Finance

Bartlett & West, Inc.

By: Todd Kempker

Name: Todd Kempker

Title: Sr. Vice President

Date: 12/12/2022

ATTEST:

By: Austin K. Johnson

Name: Austin K. Johnson, Project Manager

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
BARTLETT & WEST, INC.

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "City"), and **Bartlett & West, 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:

Improvements to the Ash Street corridor between Providence Road and Clinkscales Road. Improvements are expected to include nonmotorized/pedestrians improvements, intersection section improvements, or a combination of both types.

(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 Exhibit A - "Scope of Basic Services," dated **September 29, 2021** (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>
Austin Johnson, P.E.	Project Manager
Todd Kempker, P.E.	Public Involvement

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 counselling services as may be required for the Project.**
- 4.6 **Designate Allison Anderson, PE, 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 **720** 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 \$95,221.00.**

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** 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

SSC

By: ^{DocuSigned by:} John Glascock
City Manager

Date: 11/2/2021

ATTESTED BY:

^{DocuSigned by:} [Signature]
Shreela Antri, City Clerk

APPROVED AS TO FORM:

^{DocuSigned by:} [Signature] ^{DS} km
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008830 604023 00714, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: ^{DocuSigned by:} [Signature] ^{DS} MM
Director of Finance

BARTLETT & WEST, INC.

By: [Signature]

Date: 10/14/21

ATTEST:

By: [Signature]

Name: 10/14/21

SCOPE OF SERVICES

September 29, 2021

**Ash Street Improvements
City of Columbia Public Works Department**

PROJECT DESCRIPTION

The proposed improvements along Ash Street between Providence Road and Clinkscales Road are to be funded by the City. The design shall be completed in two phases. Phase 1 shall include a public engagement process that will determine if intersection improvements, non-motorized improvements, or a combination of the two will be completed for the corridor. Phase 2 shall be the design and preparation of bid documents of the improvements determined in Phase 1.

Phase 1 shall include the development of the conceptual plans to present two improvement options. Option 1 shall consist of improvements of the intersections of Ash Street with Clinkscales Road, Pershing Road, West Boulevard, and Garth Avenue. The improvements may be roundabouts or other intersection improvements as indicated by the traffic analysis. Option 2 shall be an 8-foot to 10-foot wide concrete pedway along the north side of Ash Street and a bike lane and continuous sidewalk along the south side of Ash Street. Public Works has developed a layout for roundabouts at each intersection and a layout for the non-motorized improvements that may be used for the basis of the conceptual plans. Bartlett & West may also propose other improvement ideas for the intersection improvements or the non-motorized improvements. Bartlett & West shall develop conceptual plans for each option and assist City Staff in the public engagement process to determine if Option 1, Option 2, or a combination of the two options will be chosen to make a recommendation to Council at a public hearing to design and construct for the corridor within the funding available.

DETAILED SCOPE OF WORK

TASK 1. DATA COLLECTION AND TRAFFIC STUDY

- 1.1 Obtain data and review information provided by the City. Information provided by the City to include: City aerial mapping, planimetrics, contours, traffic counts, accident history, previous studies, and current conceptual plans. It is anticipated that all design work for Phase 1 will be done off this data and survey will not proceed until Phase 2.
- 1.2 If necessary to supplement the City's data, collect additional traffic data for turning movement counts at each existing 4-way stop intersection between 7-9 AM and 2-6 PM.
- 1.3 Conduct a field walk-through with the City to inventory existing roadway sections and lane configurations along Ash Street between Providence Road and Clinkscales Road. Assumes City will send notification letters to Ash Street residents prior to walk-through indicating the date and time that the design crew will be on-site. (assumes 1 site visit)

- 1.4 Analyze existing and future traffic conditions at four major intersections using Synchro, Sidra and/or HCS software. The evaluations will include the existing intersection configuration, improved stop-control conditions, a roundabout, and potentially a signal depending on the traffic counts. The four intersections to be analyzed are:
 - a. Ash Street at Clinkscates Road
 - b. Ash Street at Pershing Road
 - c. Ash Street at West Boulevard
 - d. Ash Street at Garth Avenue
- 1.5 Conduct MUTCD signal warrant analysis with available data.
- 1.6 Review accident history and perform crash analysis along Ash Street within the project limits.
- 1.7 Review pedestrian and bicycle destinations surrounding corridor and review if mid-block crossings of Ash Street would provide safety benefits.
- 1.8 Request, develop agenda, and attend a Core Team Meeting to review the results of the traffic analysis and receive City comments.

TASK 2. CONCEPT DESIGN SERVICES

- 2.1 Create plan view exhibits for up to three alternative intersection improvements for each of the following intersections. Alternatives may include roundabouts of various sizes, improved stop-controlled intersections or signals. It is anticipated that all exhibits will depict horizontal geometry changes only based on City planimetric data and aerial imagery (excludes analysis of roadway profile changes and/or grading impacts).
 - a. Ash Street at Clinkscates Road
 - b. Ash Street at Pershing Road
 - c. Ash Street at West Boulevard
 - d. Ash Street at Garth Avenue
- 2.2 Develop conceptual level cost estimates, and pro/con lists for up to three alternative improvements per study intersection. The pro/cons will include information such as safety, cost, and right of way impacts.
- 2.3 Create plan view exhibits for alternative corridor improvements that include a continuous shared-use path along the north side of Ash Street and a bike lane and continuous sidewalk along the south side of Ash Street within the project limits. It is anticipated that all exhibits will depict horizontal geometry changes only based on City planimetric data and aerial imagery (excludes analysis of roadway profile changes and/or grading impacts).
- 2.4 Develop conceptual level cost estimates, and pro/con lists for the alternatives along Ash Street corridor between Providence Road and Clinkscates Road. The pro/cons will include information such as safety, cost, construction phasing/traffic control difficulty, and right of way impacts.
- 2.5 Conduct an Interested Party Meeting with the City, property owners, and stakeholders to share findings for each intersection and pedestrian improvements along the Ash Street corridor. Create graphical display boards of options as well as associated

- pro/con lists and relative costs. Provide and collect public comment forms.
- 2.6 Request, develop agenda, and attend a Core Team Meeting to choose the preferred alternative for the Ash Street project based on overall public option, cost, right of way needs, and safety. Develop meeting minutes.
 - 2.7 Refine plan view exhibits and conceptual cost estimates for the chosen preferred alternative for the Ash Street project.
 - 2.8 Create a fly-through video of the chosen preferred alternative for the Ash Street project.
 - 2.9 Attend meetings with local property owners and stakeholders as needed (up to 2) to aid in their understanding of the alternatives.
 - 2.10 Conduct a second Interested Party Meeting with the City, property owners, and stakeholders to share updates based on previous public input. Provide and collect public comment forms.
 - 2.11 Develop a technical memorandum to summarize the findings of the traffic study, public involvement, and recommendation (recommendation assumed to provide both short- and long-term solutions for the project corridor for vehicles, pedestrians and bicycles).
 - 2.12 Deliver memorandum, exhibits, fly-through video and cost estimates of the chosen preferred alternatives to the City.
 - 2.13 Prepare for and attend a public hearing with City Council to discuss the recommended improvements along Ash Street.

TASK 3. PROJECT MANAGEMENT AND COORDINATION

- 3.1 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis during the course of the project.
- 3.2 Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.
- 3.3 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.

TASK 4. SURVEY SERVICES

- 4.1 **Not included in this scope. To be determined after concept design and included in Phase II.**

TASK 5. PRELIMINARY PLANS

- 5.1 **Not included in this scope. To be determined after concept design and included in Phase II.**

TASK 6. RIGHT-OF-WAY PLANS AND DOCUMENTS

6.1 Not included in this scope. To be determined after concept design and included in Phase II.

TASK 7. FINAL PLANS

7.1 Not included in this scope. To be determined after concept design and included in Phase II.

TASK 8. CONSTRUCTION PHASE SERVICES

8.1 Not included in this scope. To be determined after concept design and included in Phase II.

ADDITIONAL SERVICES NOT INCLUDED IN THIS SCOPE OF WORK

1. Landscaping plan
2. Geotechnical survey
3. Lighting analysis and layout
4. Additional meetings not directly included in the scope, such as a work session with the Council
5. Coordination with additional review agencies such as MoDOT

PROJECT FEE ESTIMATING SHEET
Ash Street Improvements
City of Columbia Public Works Department

Tasks	Staff Hours					Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
	Eng. VIII	Eng. IV	Eng. II	Eng. Tech IV	Admin. III		Item	Cost		
1. DATA COLLECTION AND TRAFFIC STUDY	\$188.00	\$138.00	\$178.00	\$85.00	\$89.00					\$24,478.00
1.1 Obtain data and review information provided by the City.		1	4			\$610.00			\$610.00	
1.2 Collect additional traffic data for turning movement counts at each existing 4-way stop intersection.		4	4			\$1,024.00	sub - traffic counts	\$2,400.00	\$3,424.00	
1.3 Conduct a field walk-through with the City to inventory existing roadway sections and lane configurations along Ash Street between Providence Road and Clarkscales Road.		8	12			\$2,520.00	mileage	\$50.00	\$2,570.00	
1.4 Analyze existing and future traffic conditions at four major intersections using Synchro, Sidra, and/or HCS software.	4	24	40			\$8,784.00			\$8,784.00	
1.5 Conduct MUTCD signal warrant analysis with available data.		4	12			\$1,968.00			\$1,968.00	
1.6 Review accident history and perform crash analysis along Ash Street within the project limits.		4	16			\$2,440.00			\$2,440.00	
1.7 Review pedestrian and bicycle destinations surrounding corridor and review if mid-block crossings of Ash Street would provide safety benefits.	2	6	12			\$2,620.00			\$2,620.00	
1.8 Request, develop agenda, and attend a Core Team Meeting to review the results of the traffic analysis and receive City comments.	4	4	6			\$2,012.00	Mileage	\$50.00	\$2,062.00	
2. CONCEPT DESIGN SERVICES										\$63,737.00
2.1 Create plan view exhibits for up to three alternative intersection improvements for the four major intersections evaluated under section 1.4.	2	8	40	86		\$15,320.00			\$15,320.00	
2.2 Develop conceptual level cost estimates, and pro/con lists for up to three alternative improvements per study intersection evaluated under section 2.1.	1	4	16	24		\$4,908.00			\$4,908.00	
2.3 Create plan view exhibits for alternative corridor improvements that include a continuous shared-use path along the north side of Ash Street and a bike lane and continuous sidewalk along the south side of Ash Street within the project limits.	1	4	8	40		\$5,484.00			\$5,484.00	
2.4 Develop conceptual level cost estimates and pro/con lists for the alternatives evaluated under section 2.3	1	2	8	8		\$2,168.00			\$2,168.00	
2.5 Conduct an Interested Party Meeting with the City, property owners, and stakeholders to share findings for each intersection and pedestrian improvements.	6	6	8	12		\$4,040.00	Mileage, Prints	\$300.00	\$4,340.00	
2.6 Request, develop agenda, and attend a Core Team Meeting to choose the preferred alternative based on overall public opinion, cost, right of way needs, and safety.	4	4	6			\$2,012.00	Mileage	\$50.00	\$2,062.00	
2.7 Refine plan view exhibits and conceptual cost estimates for the chosen preferred alternative.	1	4	8	16		\$3,204.00			\$3,204.00	
2.8 Create a fly-through video of the chosen preferred alternative.		2	20			\$9,716.00	Sub - videographer	\$65.00	\$10,311.00	
2.9 Attend meetings with local property owners and stakeholders as needed (up to 2)	8	8				\$2,608.00	Mileage	\$100.00	\$2,708.00	
2.10 Conduct a second Interested Party Meeting with the City, property owners, and stakeholders to share updates based on previous public input.	6	6	6	4		\$3,044.00	Mileage, Prints	\$300.00	\$3,344.00	
2.11 Develop a technical memorandum to summarize the findings of the traffic study, public involvement, and recommendation.	2	16	32	8		\$7,120.00			\$7,120.00	
2.12 Deliver memorandum, exhibits, fly-through video, and cost estimates of the chosen preferred alternatives to the City.		2				\$276.00			\$276.00	
2.13 Prepare for and attend a public hearing with City Council to discuss the recommended improvements along Ash Street.	6	8	2			\$2,192.00	Mileage, Prints	\$300.00	\$2,492.00	
3. PROJECT MANAGEMENT AND COORDINATION										\$7,086.00
3.1 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis.		24				\$3,312.00			\$3,312.00	
3.2 Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.		12			6	\$2,190.00			\$2,190.00	
3.3 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.	8					\$1,504.00			\$1,504.00	
TOTALS	56	163	320	208	6	\$91,075.00		\$4,145.00	\$95,221.00	
Grand Total									\$95,221.00	

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.

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

County of Burleigh)
State of North Dakota) ss.

My name is Bob Gilbert, I am an authorized agent of Bartlett & West, 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.

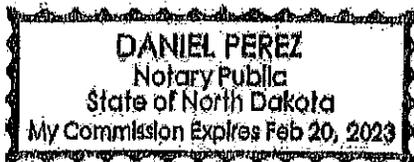
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature]
Affiant

Bob Gilbert
Printed Name

Subscribed and sworn to before me this 18th day of August, 2021.

[Signature]
Notary Public





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Client Company ID Number:1306783

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Bartlett & West Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the



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6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B Identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation



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employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer, and that the Employer



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can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used



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prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:



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- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

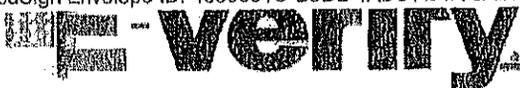
D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.



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an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

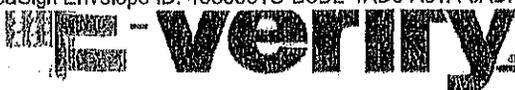
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must



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participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of HIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Bartlett & West Inc (Employer) hereby designates and appoints Grace Wheeler (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



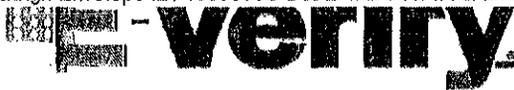
Company ID Number:571783

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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Bartlett & West Inc	
Name (Please Type or Print) Kim Walker	Title
Signature Electronically Signed	Date May 18, 2018
E-Verify Employer/Agent Paylocity Corporation	
Name (Please Type or Print) Grace Wheeler	Title
Signature Electronically Signed	Date May 18, 2018
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date May 18, 2018



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Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Bartlett & West Inc
Company Facility Address	1200 SW Executive Dr Topeka, KS 66615
Company Alternate Address	1200 SW Executive Dr Topeka, KS 66615
County or Parish	Shawnee
Employer Identification Number	48-0770612
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	18

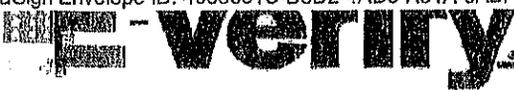


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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Kansas	4
Texas	2
Montana	2
Iowa	2
Illinois	1
South Dakota	1
North Dakota	1
Missouri	3
Oklahoma	1
Colorado	1



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Client Company ID Number:1306783

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

Name	Kim Walker
Phone Number	(785) 228-3217
Fax Number	
Email Address	kim.walker@bartwest.com

Attachment 2

SCOPE OF SERVICES

November 11, 2022

Ash Street Improvements – Supplemental 1
City of Columbia Public Works Department

PROJECT DESCRIPTION

The proposed improvements along Ash Street between Providence Road and Clinkscales Road are to be funded by the City. The design shall be completed in two phases. Phase 1 involved a public engagement process that determined the project would proceed with a focus on non-motorized improvements for the corridor. This scope of services is for Phase 2 of the project which involves the design and preparation of bid documents of the improvements determined in Phase 1.

DETAILED SCOPE OF WORK

1. DATA COLLECTION AND TRAFFIC STUDY

- 1.1. Request, obtain, review information from the City.
- 1.2. The Consultant shall perform survey of existing topography and utilities to create project base mapping including the following tasks:
 - 1.2.1. Research of existing horizontal and vertical control points
 - 1.2.2. Set project horizontal and vertical control/benchmarks. Project control will be set using GPS technology
 - 1.2.3. Survey existing topographic features utilizing LiDAR scanning and extraction, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.
 - 1.2.4. Field locate visible existing utilities in the project area. Includes call for Field locates to MO One-call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities.
 - 1.2.5. Develop project base mapping from field surveys. Internal QA/QC and additional field survey as necessary.
- 1.3. Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.
- 1.4. Incorporate boundary survey information provided by the City into project base maps.

2. PRELIMINARY DESIGN SERVICES

- 2.1. Develop centerline alignment for Ash Street from Clinkscales to Providence
- 2.2. Develop bike lane and roadway geometry along Ash Street
- 2.3. Develop sidewalk/pedway geometry and curb ramps along Ash Street & side streets
- 2.4. Develop midblock crossing details (assumes 3 locations)
- 2.5. Develop conceptual grading along corridor to assess impacts to properties

- 2.6. Develop intersection geometry (assumes four, 4-way stop control intersections with no major adjustments)
- 2.7. Develop stormwater calculations for the existing storm sewer along Ash Street to determine areas of concern.
- 2.8. Develop options for stormwater modifications to work with new project geometry (assumes existing infrastructure complies with city requirements and modifications are for conflict with new geometry).
- 2.9. Develop Preliminary Plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
 - 2.9.1. Cover Sheet
 - 2.9.2. Typical Sections
 - 2.9.3. Ash Street Plan/Profile (assumes 17 sheets)
 - 2.9.4. Midblock Details (assumes 3 sheets)
- 2.10. Prepare preliminary plans cost estimate.
- 2.11. Share utility survey information with utilities along the corridor to confirm location of all existing facilities.
- 2.12. Prepare for and attend 1 public walkthrough of the project to discuss impacts with adjacent property owners and review impacts with City staff.
- 2.13. Conduct 2 preliminary design review meetings with City staff during the course of preliminary design.
- 2.14. Submit the preliminary plans and cost estimate to the City for review.
- 2.15. Prepare for and conduct a preliminary utility coordination meeting with utility companies. Assumed to take place at city offices.
- 2.16. Continued utility coordination throughout preliminary design.

3. RIGHT OF WAY SERVICES

- 3.1. Revise design based on City and Utility comments received during the preliminary plan phase.
- 3.2. Develop easement needs for each property along the project (assumes 175 properties). Incorporate easements into previously submitted plans.
- 3.3. Develop roadway profiles (assumes 44 crosswalk locations)
- 3.4. Develop ROW Plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
 - 3.4.1. Cover Sheet
 - 3.4.2. Typical Sections
 - 3.4.3. Right of Way/Easement Sheet (assumes 8 sheets)
 - 3.4.4. Ash Street Plan/Profile (assumes 17 sheets)
 - 3.4.5. Midblock Details (assumes 3 sheets)
 - 3.4.6. Side Road Plan/profile sheets (assumes 17 sheets)
 - 3.4.7. Driveway Profiles (assumes 139 driveways, 12 sheets)
 - 3.4.8. Cross Section Sheets (assumes 25' spacing, 33 sheets)

- 3.5. Prepare ROW plans cost estimate.
- 3.6. Conduct 2 ROW design review meetings with City staff during the course of preliminary design.
- 3.7. Submit the ROW plans and cost estimate to the City for review.
- 3.8. Prepare for and attend 1 Council meeting and present with City staff.
- 3.9. Individual property owner meetings. 24 hours total assumed. Further time would be additional services.
- 3.10. Neighborhood Association meetings. 24 hours total assumed. Further time would be additional services.
- 3.11. Prepare for and conduct a utility coordination meeting with utility companies to discuss relocation plan. Assumed to take place at city offices and on site.
- 3.12. Continued utility coordination throughout ROW design.
- 3.13. No easement or ROW staking is included in this scope of services.
- 3.14. No legal description or exhibit preparation is included in this scope of services.

4. FINAL DESIGN SERVICES

- 4.1. Finalize drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's equation.
- 4.2. Develop final plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
 - 4.2.1. Cover Sheet
 - 4.2.2. Typical Sections
 - 4.2.3. Details
 - 4.2.4. Horizontal and Vertical Control Point Sheet
 - 4.2.5. Add Alternate Details (assumes 2 sheets)
 - 4.2.6. Right of Way/Easement Sheet (assumes 8 sheets)
 - 4.2.7. Ash Street Plan/Profile (assumes 17 sheets)
 - 4.2.8. Midblock Details (assumes 3 sheets)
 - 4.2.9. Side Road Plan/profile sheets (assumes 17 sheets)
 - 4.2.10. Driveway Profiles (assumes 139 driveways, 12 sheets)
 - 4.2.11. Pipe Profile Sheets (assumes 6 sheets)
 - 4.2.12. Retaining Wall Details (assumes 1 sheet)
 - 4.2.13. Retaining Wall Plan/Profile Sheets (assumes 4 sheets)
 - 4.2.14. Drainage Area Map (assumes 4 sheets)
 - 4.2.15. Drainage Calculations (assumes 2 sheets)
 - 4.2.16. Signing Plan Sheets (assumes 8 sheets)
 - 4.2.17. Pavement Marking Plan Sheets (assumes 8 sheets)
 - 4.2.18. Erosion Control Sheets (assumes 8 sheets)
 - 4.2.19. Traffic Control Sheets (assumes 8 sheets)
 - 4.2.20. Detour Sheets (assumes 4 sheets)
 - 4.2.21. Phasing Sheets (assumes 8 sheets)
 - 4.2.22. Cross Section Sheets (assumes 25' spacing, 33 sheets)

- 4.3. Compute final quantities and cost estimate. Develop bid form.
- 4.4. Develop any project special technical specifications to be inserted into the City's Project Manual for bidding.
- 4.5. Conduct 2 final design review meetings with City staff during the course of final design.
- 4.6. Submit the final plans and cost estimate to the City for review.
- 4.7. Conduct a final utility coordination meeting with utility companies. Assumed to take place at city offices.
- 4.8. Continued utility coordination throughout final design.
- 4.9. Make final changes to plans, technical special provisions, bid form and cost estimate based on City reviews.
- 4.10. Sign and Seal. Submit final documents to City.

5. PROJECT MANAGEMENT

- 5.1. General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis.
- 5.2. General communication with the project team throughout the project. This includes internal emails, meetings and updates.
- 5.3. Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.
- 5.4. Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.

6. BIDDING AND CONSTRUCTION PHASE SERVICES

- 6.1. Attend pre-bid meeting. City to run meeting.
- 6.2. Address questions during bidding phase regarding clarity of the plans. Assumes phone calls and email documentation for 6 calls.
- 6.3. Attend pre-construction meeting. City to run meeting.
- 6.4. Address questions during construction phase regarding clarity of the plans. Assumes phone calls and email documentation for 12 calls.
- 6.5. Review shop drawings and material certification as required to assist the City.
- 6.6. Site visits during construction. 24 hours total assumed. Further time would be additional services.

ADDITIONAL SERVICES NOT INCLUDED IN THIS SCOPE OF WORK

1. Landscaping plan
2. Geotechnical survey
3. Lighting analysis and layout
4. Water quality design
5. Stormwater detention design
6. Utility relocation plans
7. Boundary survey
8. Right-of-way and utility staking
9. Grant assistance

10. Additional meetings not directly included in the scope, such as a work session with the Council
11. Coordination with additional review agencies

Tasks	Staff Hours										Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
	Eng. IX	Eng. VI	Eng. III	Eng. I	Suv. VIII	Suv. Tech VII	Suv. Tech III	Suv. Tech V	Suv. Tech VI	Admin. IV		Item	Cost		
3. RIGHT OF WAY SERVICES	\$218.00	\$176.00	\$140.00	\$115.00	\$177.00	\$132.00	\$79.00	\$100.00	\$114.00	\$77.00					\$88,934.00
3.1 Revise design based on City and Utility comments received during the preliminary plan phase.	1	8	16	40										\$8,466.00	\$8,466.00
3.2 Develop easement needs for each property along the project (assumes 175 properties). Incorporate easements into previously submitted plans.		1	2	12										\$1,836.00	\$1,836.00
3.3 Develop roadway profiles (assumes 44 crosswalk locations)		2	8	40										\$6,072.00	\$6,072.00
3.4 Develop ROW Plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:															
3.4.1 Cover Sheet				1										\$115.00	\$115.00
3.4.2 Typical Sections		1		2										\$406.00	\$406.00
3.4.3 Right of Way/Easement Sheet (assumes 8 sheets)	1	2	8	24										\$4,450.00	\$4,450.00
3.4.4 Ash Street Plan/Profile (assumes 17 sheets)	1	2	8	40										\$6,290.00	\$6,290.00
3.4.5 Midblock Details (assumes 3 sheets)		1	2	6										\$1,146.00	\$1,146.00
3.4.6 Side Road Plan/profile sheets (assumes 17 sheets)	1	2	24	50										\$9,680.00	\$9,680.00
3.4.7 Driveway Profiles (assumes 139 driveways, 12 sheets)	1	4	12	40										\$7,202.00	\$7,202.00
3.4.8 Cross Section Sheets (assumes 25' spacing, 33 sheets)	1	6	16	50										\$9,264.00	\$9,264.00
3.5 Prepare ROW plans cost estimate.	1	1	16	16										\$4,474.00	\$4,474.00
3.6 Conduct 2 ROW design review meetings with City staff during the course of preliminary design.	8	10		12										\$4,884.00	\$4,884.00
3.7 Submit the ROW plans and cost estimate to the City for review.		1		2										\$406.00	\$406.00
3.8 Prepare for and attend 1 Council meeting and present with City staff.	8	12		16										\$5,686.00	\$5,686.00
3.9 Individual property owner meetings. 24 hours total assumed. Further time would be additional services.		24												\$4,224.00	\$4,224.00
3.10 Neighborhood Association meetings. 24 hours total assumed. Further time would be additional services.		24												\$4,224.00	\$4,224.00
3.11 Prepare for and conduct a utility coordination meeting with utility companies to discuss relocation plan. Assumed to take place at city offices and on site.		6	2	12										\$2,716.00	\$2,716.00
3.12 Continued utility coordination throughout ROW design.		8		40										\$6,008.00	\$6,008.00
3.13 No easement or ROW staking is included in this scope of services.														\$0.00	\$0.00
3.14 No legal description or exhibit preparation is included in this scope of services.														\$0.00	\$0.00
4. FINAL DESIGN SERVICES															\$96,622.00
4.1 Finalize drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's equation.		4	16	40										\$7,544.00	\$7,544.00
4.2 Develop final plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:															
4.2.1 Cover Sheet				1										\$115.00	\$115.00
4.2.2 Typical Sections		1		2										\$406.00	\$406.00
4.2.3 Details		1	4	12										\$2,116.00	\$2,116.00
4.2.4 Horizontal and Vertical Control Point Sheet				2	1									\$407.00	\$407.00
4.2.5 Add Alternate Details (assumes 2 sheets)		2		8										\$1,272.00	\$1,272.00
4.2.6 Right of Way/Easement Sheet (assumes 8 sheets)		1		4										\$636.00	\$636.00
4.2.7 Ash Street Plan/Profile (assumes 17 sheets)	1	1	4	32										\$4,634.00	\$4,634.00
4.2.8 Midblock Details (assumes 3 sheets)		1		4										\$636.00	\$636.00
4.2.9 Side Road Plan/profile sheets (assumes 17 sheets)		1	2	32										\$4,136.00	\$4,136.00
4.2.10 Driveway Profiles (assumes 139 driveways, 12 sheets)		1	2	24										\$3,216.00	\$3,216.00
4.2.11 Pipe Profile Sheets (assumes 6 sheets)	1	1	2	32										\$4,354.00	\$4,354.00
4.2.12 Retaining Wall Details (assumes 1 sheet)		1	32	12										\$6,036.00	\$6,036.00
4.2.13 Retaining Wall Plan/Profile Sheets (assumes 4 sheets)		2	4	16										\$2,752.00	\$2,752.00
4.2.14 Drainage Area Map (assumes 4 sheets)		1		8										\$1,096.00	\$1,096.00
4.2.15 Drainage Calculations (assumes 2 sheets)		1		2										\$406.00	\$406.00
4.2.16 Signing Plan Sheets (assumes 8 sheets)		2	4	12										\$2,292.00	\$2,292.00
4.2.17 Pavement Marking Plan Sheets (assumes 8 sheets)		2	4	16										\$2,752.00	\$2,752.00
4.2.18 Erosion Control Sheets (assumes 8 sheets)		2	4	12										\$2,292.00	\$2,292.00
4.2.19 Traffic Control Sheets (assumes 8 sheets)		2	4	16										\$2,752.00	\$2,752.00

Tasks	Staff Hours											Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee		
	Eng. IX	Eng. VI	Eng. III	Eng. I	Suv. VIII	Suv. Tech VII	Suv. Tech III	Suv. Tech V	Suv. Tech VI	Admin. IV			Item	Cost				
4.2.20 Detour Sheets (assumes 4 sheets)	1	1	2	6										\$1,364.00			\$1,364.00	
4.2.21 Phasing Sheets (assumes 8 sheets)	1	2	4	24										\$3,890.00			\$3,890.00	
4.2.22 Cross Section Sheets (assumes 25' spacing, 33 sheets)	1	4	12	24										\$5,362.00			\$5,362.00	
4.3 Compute final quantities and cost estimate. Develop bid form.		2	24	24										\$8,472.00			\$8,472.00	
4.4 Develop any project special technical specifications to be inserted into the City's Project Manual for bidding.		4	6	16										\$9,384.00			\$9,384.00	
4.5 Conduct 2 final design review meetings with City staff during the course of final design.	8	10		12										\$4,884.00	Mileage & Prints	\$150.00	\$5,034.00	
4.6 Submit the final plans and cost estimate to the City for review.		1		2										\$406.00			\$406.00	
4.7 Conduct a final utility coordination meeting with utility companies. Assumed to take place at city offices.		6	2	12										\$2,716.00	Mileage & Prints	\$100.00	\$2,816.00	
4.8 Continued utility coordination throughout final design.		16		40										\$7,416.00			\$7,416.00	
4.9 Make final changes to plans, technical special provisions, bid form and cost estimate based on City reviews.	1	8	24	40										\$9,586.00			\$9,586.00	
4.10 Sign and Seal. Submit final documents to City.		2		6										\$1,042.00			\$1,042.00	
5. PROJECT MANAGEMENT	\$38,278.00																	
5.1 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis.		24		12										\$5,604.00			\$5,604.00	
5.2 General communication with the project team throughout the project. This includes internal emails, meetings and updates.	12	24	12	24	4	2	2	2	2					\$12,938.00			\$12,938.00	
5.3 Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.		24								12				\$5,148.00			\$5,148.00	
5.4 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.	48	24												\$14,688.00			\$14,688.00	
6. BIDDING AND CONSTRUCTION PHASE SERVICES	\$15,840.00																	
6.1 Attend pre-bid meeting. City to run meeting.		2		2										\$582.00	Mileage & Prints	\$75.00	\$657.00	
6.2 Address questions during bidding phase regarding clarity of the plans. Assumes phone calls and email documentation for 6 calls.		6		12										\$2,436.00			\$2,436.00	
6.3 Attend pre-construction meeting. City to run meeting.		2		2										\$582.00	Mileage & Prints	\$75.00	\$657.00	
6.4 Address questions during construction phase regarding clarity of the plans. Assumes phone calls and email documentation for 12 calls.		12		24										\$4,872.00			\$4,872.00	
6.5 Review shop drawings and material certification as required to assist the City.		4		16										\$2,544.00			\$2,544.00	
6.6 Site visits during construction. 24 hours total assumed. Further time would be additional services.		24												\$4,224.00	Mileage & Prints	\$450.00	\$4,674.00	
TOTALS	110	425	432	1454	75	90	106	402	80	12				\$410,243.00		\$12,042.00	\$422,285.00	
Total \$422,285.00																		
5% increase for 1/2 of hours to account for multi-year project \$10,557.00																		
Grand Total \$432,842.00																		