### AGREEMENT For PROFESSIONAL ENGINEERING SERVICES Between THE CITY OF COLUMBIA, MISSOURI And WEAVER CONSULTANTS GROUP, LLC

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Weaver Consultants Group, LLC,** (hereinafter called "ENGINEER"), is entered into on the date of the last signatory noted below (the "Effective Date").

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

#### Columbia Sanitary Landfill Lateral Expansion Permitting Project

(Description of Project)

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

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

#### **SECTION 1 - AUTHORIZATION OF SERVICES**

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

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

#### **SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A -"Scope of Basic Services," dated **August 24, 2018** (hereinafter referred to as "Scope of Basic Services"). 2.1.2 ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. ENGINEER shall dedicate whatever additional resources are necessary to accomplish the 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.

Name and Title	<u>Assignment</u>
Dustin Theonen, P.E., Project Manager	Project Manager, Certifying Engineer
Andy Limmer, P.G., Senior Project	Certifying Geologist
Manager	
Michele Clark, Senior Project Director	Project Director

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

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

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

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

#### SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

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

#### 3.1.1 Financial Consultation

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

#### 3.1.2 Property Procurement Assistance

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

### 3.1.3 Obtaining Services of Others

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

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

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

#### 3.1.6 Extra Services

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

#### SECTION 4 - RESPONSIBILITIES OF CITY

4.1 Provide full information as to CITY's requirements for the PROJECT.

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

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

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

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

4.6 Designate **Steve Hunt, Solid Waste Utility Manager**, 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-ofway, 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 before **June 1, 2024**. 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 \$185,763.** 

#### 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 pay ENGINEER for the services rendered within sixty (60) days of receipt of bill, 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.

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

<u>Professional Liability</u> ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and

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

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

**Workers' Compensation Insurance & Employers' Liability** ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each 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.

<u>Additional Insured</u> 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."

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

<u>Certificate(s) of Insurance</u> 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.

**<u>Right to Revise or Reject</u>** 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 render payment to ENGINEER on account of its services and expenses within ninety (90) days after receipt of ENGINEER's bill therefor, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

## 7.7 Termination

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

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

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

#### 7.8 Publications

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

#### 7.9 Nondiscrimination

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

7.9.1 ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, or gender identity. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

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

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

### 7.10 Successor and Assigns

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

#### 7.11 Rights and Benefits

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

#### 7.12 Compliance with Local Laws

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

#### 7.13 Law; Submission to Jurisdiction Governing

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

#### 7.14 Employment of Unauthorized Aliens Prohibited

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

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

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

#### 7.15 No Waiver of Immunities

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

#### 7.16 Agreement Documents

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

<u>Exhibit</u>	<b>Description</b>
A	Scope of Work
В	Hourly Fee Schedule
С	Work Authorization Affidavit

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

#### 7.17 Entire Agreement

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

## [SIGNATURES ON FOLLOWING PAGE]

#### CITY OF COLUMBIA, MISSOURI

By:

Mike Matthes, City Manager

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

ATTESTED BY:

Sheela Amin, City Clerk

**APPROVED AS TO FORM:** 

Nancy Thompson, City Counselor Ak

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **55716588-604990 RF061**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By:

**Director of Finance** 

WEAVER CONSULTANTS GROUP, LLC By: Date:

ATTEST:

By: Name:

# 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.

#### **EXHIBIT A**

## **SCOPE OF SERVICES**

#### SOLID WASTE UTILITY COLUMBIA LANDFILL LALTERAL EXPANSION PERMITTING PROJECT (through DSI Work Plan) COLUMBIA, MISSOURI

#### General

Engineer shall not begin work outlined in this section without written authorization from the City.

The City of Columbia, Missouri (City) currently owns and operates a sanitary landfill in Boone County, Missouri. The existing landfill is divided into two sections: a 51-acre pre-Subtitle D section in the north, and a 56-acre Subtitle D section to the south. The 56-acre Subtitle D disposal area is divided into six cells. Cells 1-5 are constructed, with current disposal operations occurring in Cell 5. Cell 6 (final cell) has been constructed and will begin receiving waste in Fall 2018. Filling will progress to Cell 6 and then into areas with remaining airspace within the permitted boundary to bring the Landfill to the permitted final grades.

The remaining life of the existing Landfill was estimated by Burns & McDonnell as part of the 2016 Vertical Permit Modification. The Remaining Life was derived by calculating the remaining disposal volume and then applying an assumed waste generation rate and an airspace utilization factor (AUF) to calculate the approximate amount of airspace consumed at the Landfill each year, until no volume remains. From these calculations, the existing Landfill is estimated to reach capacity between 2026 and 2031.

As a part of the City of Columbia Landfill Site Master Plan, dated August 2017 (Master Plan), expansion alternatives were analyzed and identified. Findings from the Master Plan identified an expansion area south of the landfill as the best option to serve the City for future waste disposal and renewable energy source. The Scope of Services defined below identifies the specific tasks, deliverables and approvals needed to design and permit a new landfill on the City property.

- 1. **Project Administration and Controls**. The Engineer will provide ongoing direction and management of the project. Review staffing, budget, progress, and quality of work throughout the course of the Project for Engineer and subcontractors. Provide project status reports to the City with each invoice and at the completion of each major phase of the project.
- 2. **Project Meetings and Involvement Session with City**. The Engineer will conduct meetings with the City throughout the permitting process to present information and evaluations, obtain the City's review comments and input, and otherwise confirm that project work is progressing as intended.
  - 2.1. <u>Project Initiation Meeting</u>. The Engineer will conduct a project initiation meeting to review and establish project goals, lines of communication, project procedures, and other logistics of the project execution including anticipated schedule and content. Engineer shall provide written meeting minutes within one week of the meeting summarizing the decisions made during the Project Initiation Meeting for review by the City. City shall provide any comments to the minutes within one week of receipt. Engineer will incorporate comments and distribute final meeting minutes.
  - 2.2. <u>Community Involvement Session</u>. A Community Involvement Session will be conducted at the beginning of the permitting process. Engineer will prepare an agenda for the session, along with background information for topics of discussion, and forward to the City for review approximately one week prior to the session. City shall provide any comments to the minutes within one week of receipt. Engineer will incorporate comments and distribute final meeting minutes. Engineer will attend the session and assist the City in educating the public on the permitting process.
  - 2.3. <u>Attendance at Public Meetings</u>. Engineer shall attend the public meeting required by state regulations after the findings of the Preliminary Site Investigation are presented. The meeting is organized and conducted by the Missouri Department of Natural Resources (MDNR). The Engineer will provide support when needed from the City or MDNR during the public meetings.
  - 2.4. <u>Public Involvement Plan.</u> Engineer will prepare a Public Involvement Plan (PIP). Engineer will prepare the document to be used as guidance in assisting the City with communications and community outreach. The PIP will ensure the community has opportunity to provide feedback as the permitting process is advanced. The plan will include objectives, strategies and measurement tools for the PIP and ensures the City meets all federal and state requirements for public involvement.
- 3. **Preliminary Site Investigation**. Engineer will complete the Preliminary Site Investigation (PSI) form showing the expansion area and preliminary base grades and submit the PSI request to the MDNR's Geological Survey Program (GSP). The GSP will review the location with respect to known karst areas, springs, faults, and other geologic hazards or solution features prior to providing a determination. Engineer will accompany the GSP

representative on the PSI of the expansion area prior to approving the preliminary investigation. If geologic features are present that may be prohibitive to landfill expansion are observed during the PSI, the area of the adverse geologic features will require additional investigation or focused investigation during the detailed site investigation phase.

- 4. Ecological and Natural Resource Assessment (Site Location Restriction Demonstration). As a part of the Master Plan, ecological and natural resources present in the proposed landfill expansion area were evaluated to gain an understanding of predevelopment and existing conditions so these resources could potentially be enhanced long term as part of the landfill expansion project. Engineer shall prepare the items listed below:
  - 4.1. <u>Archeological Survey.</u> The following scope of work is to conduct a Phase I Archaeological Survey and, if needed, Phase II Archaeological Testing for the proposed Landfill Expansion Area, located in Boone County. The scope of work does not assume the need for a Phase III Data Recovery associated with the project. If a Phase III is needed, the scope and cost will be provided under a separate contract.

This project is being conducted at the request of the Missouri State Historic Preservation Office (MOSHPO) in compliance with section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. The investigations will conform to Missouri state guidelines as well. The level of effort presented below follows guidelines presented in Guidelines for Contract Cultural Resource Survey Reports and Professional Qualifications (Missouri Historic Preservation Program 1986). The fieldwork and subsequent technical report will also comply with Archaeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines (NPS 1983).

The goal of the Phase I Survey for this project is to determine the presence, or absence, of significant, or potentially significant, archaeological resources in the proposed impact area for the referenced project. The proposed project area consists of approximately 200-acre parcel. The goal of the Phase II Testing for this project is to determine the presence, or absence of subsurface cultural features and/or buried archaeological deposits at previously recorded archaeological sites in addition to assessing significance with regard to National Register eligibility, if deposits are present. The proposed testing will be done in accordance with MOSHPO guidelines. For clarification, the Scope of Work is divided into four tasks. Each task is described below.

4.1.1. <u>Background Research</u>: This task includes a review of the archaeological site files and records at the Missouri Historic Preservation Office (MOSHPO). Secondary historical sources, available in local libraries and the County Historical Society, may be reviewed. The background research task will also include review of historical maps in order to assess changes in land use and to determine if any historic buildings (which may be manifested as an archaeological site) were located in the project area. The purpose of the background research is twofold: (1) to determine if any known archaeological sites are present in the project area, and (2) to develop the prehistoric and historical context for the area in order to assess the potential significance of any sites that are identified during the course of the survey.

4.1.2. <u>Fieldwork:</u> Field investigations in the project area will consist of systematic pedestrian survey at a 5 meter interval in areas of greater than 25% visibility. In areas of less than 25% visibility, shovel test pits (STPs) will be excavated. State guidelines recommend the excavation of STPs on a 10-15 meter grid. STPs will measure 12-16 inches (30-40 cm) in width. Shovel tests will be excavated according to natural strata. Soil from each STP will be screened through ¼ inch mesh hardware cloth to ensure the uniform recovery of cultural material. STPs will be excavated ca. 10 cm into sterile subsoil or 50-60 cm below ground surface, whichever comes first. Relevant information of the field survey will be recorded. If encountered, artifacts from each provenience will be stored in polyethylene zip-loc bags labeled with complete provenience information.

There are three previously recorded sites already known along the northern border and in the northeast within the current project area. These include site 23BO495 which was recorded in 1936 as a village site, site 23BO1120 was recorded by Environmental Research Center in 1989, and site 23BO2411 was recorded by the same company in 2009. As part of the fieldwork for the proposed Phase I Archaeological Survey, these site locations will be revisited and the results may indicate that one or more of these sites may have the potential to contain intact, subsurface deposits relating to prehistoric occupation of the area. The presence/absence of such deposits determines a site's eligibility for listing on the National Register of Historic Places.

If Phase II Testing is required by MOSHPO, testing of one or more of these three sites would be to evaluate whether or not such intact subsurface deposits are actually present within each of the site's boundaries. This proposal assumes a single mobilization to investigate all sites to be subjected to Phase II investigations.

Subsurface testing of sites 23BO495, 23BO1120, and/or 23BO2411 would be conducted to determine if preserved, sealed deposits, or "features" exist at these sites. This will be accomplished by the employment of a backhoe to mechanically excavate test trenches across the site area. The specific location of this testing will be in the vicinity of the surface material scatter piece-plotted at each of the sites during the Phase I Archaeological Survey described above. MOSHPO mandates that a Phase II test investigate, at a minimum, 2.0 percent of the total site area. For site 23BO495, this would mean the machine exposure of 100m2, for site 23BO1120, 200m2, and for site 23BO2411, 200m2. The trenches will be excavated utilizing a backhoe equipped with a smooth bucket.

It is anticipated that these trenches will average two to three-meters wide and will extend from 20 to 50 meters in length with a depth of roughly 30-50cm below the surface. The trenches will be used to ascertain the nature of soils within the site areas and to search for intact subsurface deposits relating to the occupations of the sites. The location of the trenches will be documented with a sub-meter GPS unit and a map of their location will be produced. The walls of the trenches will be photographed, mapped, and the soils/fill described using standard soil nomenclature.

If preserved cultural features are located and it is deemed necessary, MCAS will excavate a sample of these (no more than two at each site) to determine the nature of the features and the information value they possess. MCAS's field supervisor will choose which features to excavate. The sample features will be mapped in plan-view and then bisected with the first half being removed and passed through a ¼-inch mesh screen. The profile of the feature will be recorded (photographed and mapped) and the second half of the feature will then be excavated.

4.1.3. Laboratory Processing and Data Analysis: All artifacts from the project area will be returned to the MCAS laboratory for cleaning, cataloging, and analysis, as appropriate. It is anticipated that no more than 50 artifacts will be recovered. Artifacts with stable surfaces such as lithics and historic ceramics will be soaked in warm water and brushed clean; however, artifacts with unstable surfaces, such as bone and metal, will be cleaned via a dry brush. All artifacts will be catalogued and the descriptive information entered into a computerized artifact database program. Artifacts will be stored in polyethylene zip-loc bags sorted by material type. Bags are stored in acid-free boxes. All artifacts are labeled on acid-free tags within the bag. Diagnostic artifacts are labeled using black or white pigment ink and B72 sealant. Lithic artifacts will be classified following standard classificatory systems such as Chapman's projectile point typology for Missouri and Ahler's mass analysis technique for lithic debitage. Historic artifacts will be analyzed using categories established by Ivor Noel Hume and Stanly South.

Assuming the landowner or the client does not want the artifacts, all artifacts recovered from the investigation, as well as all field notes and photographic documentation, and two copies of the final report will be curated at the American Archaeology Division, Museum of Anthropology, University of Missouri-Columbia. This facility meets the federal and state requirements for the permanent curation of such items. The client is required to provide any assistance necessary to obtain property permissions from the landowner for the artifacts if curation is the final intent. A one-time curation fee of \$340.00 per box covers shelving and permanent curation of all artifacts will require curation. There is also a set fee of \$20.00 per site to cover paperwork processing costs. These costs are not included in the cost estimate attached.

4.1.4. <u>Report Preparation:</u> Upon completion of the fieldwork and laboratory analysis, MCAS will prepare a short-form report, in accordance with Missouri State Standards (Missouri Historic Preservation Program 1986). The report

will include a project description, field and laboratory methodology, survey results, and management recommendations. Site maps, historic maps, tables, and plates sufficient to illustrate the text will be included. A list of references cited, resumes of key personnel, Missouri State site forms, and an artifact inventory will be included, as appropriate. MCAS will submit five copies of each draft report. Two copies of each draft report will be submitted to the MOSHPO (one of these will be in electronic format as per MOSHPO request) and three copies of each will be submitted to the Client. Upon receipt of all comments, MCAS will address review comments and submit five copies of the final report. However, if no changes are requested, the first submitted report will stand as the final.

4.2. Endangered Species (Bat) Habitat Survey. Engineer will collect data from the site in accordance with Appendix A, Phase 1- Habitat Assessments, from USFWS's 2018 Range-Wide Indiana Bat Survey Guidelines. This survey will qualitatively describe the presence of suitable habitat for the Indiana bat on the site using USFWS's Indiana bat habitat assessment data sheet. It will include descriptions of potential foraging, roosting, and travel habitat on the property. Photographs of representative land cover and potential bat habitat will be taken throughout the study area.

Engineer will prepare a comprehensive letter report that will include the following information:

- Description of survey methodology
- Qualitative description of the potential Indiana bat habitat on the site
- Photographs of the site (including potential roost trees, foraging areas, travel corridors, and surrounding land use)
- Estimate of total forested area that will be cleared by the project
- Map of the study area on a recent aerial photograph with forested areas within the project site identified
- Completed Phase 1 Habitat Assessment data form

Findings from the Habitat Survey will dictate the need and extent of other surveys needed to satisfy USFWS requirements. Other items not included in this scope of work that may be needed in the future include: "Phase 2 – Summer Presence/Absence Netting Survey", "Phase 4 – Radio Tracking and Emergence Study" and "Phase 5 – Hybernacula Survey" from USFWS's 2018 Range-Wide Indiana Bat Survey Guidelines. It is anticipated that habitat will be identified on the expansion property and a Phase 2 will be needed. At this time, without the data from the Habitat Survey, it is not practical to come up with a scope and cost estimate for Phase 2 activities and beyond. If warranted, additional studies and surveys needed could cost up to an additional \$200,000.

4.3. <u>Wetland Survey</u>. Engineer will complete a wetland delineation at the Study Area using the appropriate methodologies described in the United States Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region

(Version 2.0) dated August 2010 (Corps Regional Supplement). The Corps procedures generally involve a background data review and a field determination. The wetland delineation will include, but not be limited to, a background data review of the following:

- Flood Insurance Rate Maps (FIRM) and flood boundary and floodway maps published by the Federal Emergency Management Agency (FEMA),
- United States Geological Survey (USGS) topographic map,
- National Wetland Inventory Maps,
- Boone County Soil Survey,
- Aerial photography, and
- Farmed Services Agency (FSA) Aerial Slides.

Using the information obtained during the background data review, Engineer will perform an on-site field assessment of the Study Area. We anticipate the field assessment activities will be completed during the growing season (i.e., March – November, based on ground temperature). Engineer will evaluate each potential wetland for the presence of the three mandatory wetland indicators (i.e., hydric soils, wetland hydrology, and hydrophytic vegetation). During the on-site wetland delineation activities, each sample location, and the approximate boundaries of the identified drainage and/or wetland features, will be flagged, documented on aerial photography, and surveyed using a handheld Trimble R1 GPS unit with sub-meter accuracy.

As agricultural land is located within the Study Area, a Farmed Wetland Determination will be required. Farmed Services Agency (FSA) Farmed Wetland Determination slides will be obtained for an aerial review. During the formal delineation, confirmation of the farmed wetland determinations will be conducted based on findings of the slide review.

A wetland report will be prepared summarizing the findings of the wetland delineation. This report will be used for the basis of permitting, if required. Specific items in the report will include Corps data sheets with color photos, farmed wetland determination, written description of wetland functional classification, floristic quality Index, minimization of impacts, and permitting summary. Engineer will send the wetland report to the Corps for a JD to confirm regulatory authority.

As the proposed development may impact jurisdictional features, (i.e., intermittent streams with a surface water connection to Nelson Creek) a Section 404 U.S. Army Corps of Engineers (USACE) permit is anticipated. If the conditions of a USACE permit cannot be met, an Individual Permit (IP), a more rigorous permit, will be required. WCG anticipates that an IP will be required. Also required with the IP is a Section 401 Water Quality Certification (WQC), which is to be submitted to the Missouri DNR. The Section 401 WQC will require an anti-degradation analysis and public notice period. If impacts to Corps-jurisdictional wetlands and drainage features exceed a tenth of an acre, wetland mitigation will be required. Significant opportunities exist on-site to mitigate any impacts to Corps-jurisdictional wetlands and streams. Engineer shall

prepare a joint permit application, perform threatened and endangered species coordination with state and federal agencies, and perform historic coordination, to obtain proper permits with the USACE to comply with federal regulations.

5. Detailed Site Investigation (DSI) Work Plan. Engineer shall prepare a DSI Work Plan for review and approval by the GSP. The minimum standards for a DSI are partially dependent on site-specific geologic conditions. The components of the DSI Work Plan will include a detailed description of the geologic and hydrogeologic information collection procedures to meet the requirements listed in Appendix I to 10 CSR 80-2. Based on the requirements listed in Appendix I to 10 CSR 80-2. Based on the requirements listed in Appendix I, a series of borings will be installed in a grid or pattern to define the hydrogeologic conditions. The field investigation methods, sample collection methods, laboratory testing methods, and aquifer testing and analysis methods will be described and submitted to the GSP for approval. Once a draft DSI Work Plan is prepared and approved by the City, Engineer will schedule a meeting with the GSP to review the components of the Work Plan. Engineer will revise the Work Plan based on comments provided during the meeting with the GSP and submit a final Work Plan for GSP approval.

#### **OWNER RESPONSIBILITIES**

Owner shall be responsible for the following items:

1. Owner shall provide heavy equipment and an operator needed to conduct the Phase II archeological testing.

#### SUPPLEMENTAL SERVICES

Any Work requested by the City that is not included in one of the items listed in Work described will be considered a supplemental service.

#### WEAVER CONSULTANTS GROUP FEE SCHEDULE (Effective January 1, 2018)

I.	PRO	FESSIONAL STAFF	<u>Unit</u>	<u>U.S.</u> \$
	a)	Principal/Corporate Consultant	<u> Hr</u>	210.00
	b)	Senior Project Director	Hr	197.00
	c)	Project Director	Hr	184.00
	d)	Senior Project Manager	111 Hr	164.00
	e)	Senior Project Engineer/Scientist/Environmental Specialist	III Цг	150.00
	f)	Project Manager	111 Ur	140.00
	1) a)	Senior Industrial Hygienist	111 Ur	132.00
	g) h)	Project Engineer/Scientist/Environmental Specialist	I II I T	
	1) 1)	Stoff Engineer/Scientist/Environmental Specialist	F1F	120.00
	i) j)	Staff Engineer/Scientist/Environmental Specialist	Hr	110.00
	1)	Geotechnical Engineer	Hr	105.00
	k)	Staff Environmental Geologist	Hr	94.00
	1)	Engineer/Scientist/Environmental Specialist/Industrial Hygienist	Hr	90.00
Ħ.	TECH	INICAL STAFF		
	a)	Union Engineering Technician-Journeyman	Hr	125.00
	b)	Union Engineering Technician	Hr	120.00
	cŚ	Construction Superintendent	Hr	110.00
	d)	Construction Manager	Hr	96.00
	e)	System Specialist III	Hr	138.00
	f)	System Specialist II	Hr	105.00
	-1) (a)	System Specialist I	III Hr	96.00
	g) h)	System Technician	111 LIr	83.00
	i)	Field Engineer/Scientist/Environmental Specialist	····· 1 11 T T	
	1)	Centre Engineer/Scientist/Environmental Specialist	Hr	100.00
	j)	Certified Technician	Hr	76.00
	k)	Senior Engineering Technician	Hr	72.00
	1)	Engineering Technician II	Hr	65.00
	m)	Engineering Technician I	Hr	55.00
TTT	SUDD	ORT STAFF		
			**	115.00
	a)	Senior CAD Designer		115.00
	b)	CAD Designer III		108.00
	c)	CAD Designer II		95.00
	d)	CAD Designer I	Hr	72.00
	e)	Technical Assistant	Hr	68.00
	f)	Clerical/Word Processing	Hr	68.00
IV.	SURV	<b>ZEYING</b>		
- • •		Senior Professional Land Surveyor	Ц.	154.00
	a)	Desferience Lond Surveyor	, FII TT	
	b)	Professional Land Surveyor.	<b>F</b> IF	136.00
	(c)	Survey Project Coordinator	<b>m</b> r.	116.00
	d)	Survey Party Chief	Hr	105.00
	e)	Survey Technician II		65.00
	f)	Survey Technician I	Hr	53.00
	g) h)	Survey Party - 1 Person/GPS or Robotic	Hr	155.00
		Survey Party - 2 Person/GPS or Robotic	Hr	200.00
	i)	Survey Party – 2 Person Unmanned Aircraft	Day	2,100.00
v.	GENI	ERAL EXPENSES		
••	a)	Automobile Transportation	Mi	0.75
	a) b)	Subcontract Service or Rental		0.73 Cost+15%
		Report Preparation (outside services)	•••••	
	c) d)	Outside Semiloes (e.g. delivery, prints, desymptotics, etc.)		Cost+15%
	d)	Outside Services (e.g., delivery, prints, document scanning, etc.)	 D	Cost+15%
	e)	Per Diem (food and lodging)	Day	140.00
	IJ	Per Diem (no lodging)	Day	35.00
	g)	Transportation by Commercial Carrier or Rental Car		Cost+15%
	n)	Travel Expense	·····	Cost+15%
	e) f) g) h) i) j)	Staking supplies (lath and hub)	Ea	2.00
	J)	Survey monumentation (iron pipe, rebar, spikes) excludes concrete monuments	Еа	4.00

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

#### WEAVER CONSULTANTS GROUP FEE SCHEDULE (Effective January 1, 2018)

VI. TEST	ING AND EQUIPMENT RENTAL FEES	Unit	U.S. \$
a)	pH, Specific Conductance and Temperature Meter	Day	85.00
b)	Peristaltic Filter Pump	Day	40.00
c)	Electric Purge Pump	Day	45.00
d)	Grundfos Pump Control Box	Day	110.00
e)	Water Level Indicator	Day	35.00
f)	Filter and Hose (for pump)	Ea	22.00
g)	Micropurge Flow Cell and Sonde	Day	130.00
h)	Modified Level "D" (Tyveks, Boots, Gloves)/per person/per change of clothing	Ea	53.00
i)	Photoionization Detector Meter		116.00
j	Nuclear Density Gauge	Day	70.00
	Nuclear Density Gauge	Wk	300.00
k)	Air Sampling Equipment, per pump	Day	53.00
1)	Hand Operated Field Probe Equipment		30.00
m)	Explosimeter	Day	35.00
n)	Gas Analyzer	Day	190.00
o)	Flame Ionization Detector	Day	265.00
p)	Interface Probe	Day	55.00
q)	ATV	Day	53.00
r)	Company Truck	Day	95.00
,	Company Truck (does not include fuel or mileage)		450.00
s)	Hand-Held Field GPS/G15	Day	158.00
t)	Laser Level		79.00
ú)	Ground Penetrating Radar	Day	250.00
v)	Geonics EM-61	Day	525.00
w)	Survey Grade GPS Unit	Day	360.00
x)	Electric Generator		69.00
y)	Slug Test Equipment	Day	210.00
z)	All Weather Key Alike Locks	Ea	20.00
aa)	Equipment Trailer		79.00
bb)	Fluk Meter/Volt Meter/Loop Calibrator		126.00
cc)	Four Gas Meter	•	20.00

#### UNIT PRICE NOTES:

1. All professional, technical, and support staff time and expenses spent in furtherance of the client's work will be billed. This includes, but is not limited to, proposal, field, travel, research, technical review and reporting, project management, client meeting, and project-specific administrative support.

 An overtime rate of 1.3 times the regular rate is billed for technical and support staff services for work in excess of 40 hours per week, work between 7:00 p.m. to 5:00 a.m., and work on Saturdays. This overtime rate is increased to 2.0 times the regular rate for work on Sundays and holidays.

- 3. Unless otherwise agreed to in writing, a monthly interest charge of 18% per annum, will be charged accruing from the date of invoice, on all invoices not paid within 30 days.
- 4. The unit rates are subject to periodic modification (typically annually). These rate modifications will be incorporated into long-term projects, unless otherwise addressed in the project contract.
- 5. Litigation Support and Expert Witness services will be charged at a Senior Principal rate of \$250/hour. Deposition and testimony services are charged at 1.5 times the Senior Principal billing rate.

#### GENERAL EXPENSE NOTES:

- 1. Rates quoted are for expenses only, equipment purchased on the client's behalf is marked up 25%.
- 2. Personnel rates are billed separately from general expenses.
- 3. Standard non-disposable protective outer-wear or equipment damaged or contaminated by site conditions are billed at replacement cost plus 30%.
- 4. General expense mark-ups may be negotiated based upon contract size and payment terms.
- 5. The per diem rates set forth above are the standard rates we typically use for our technical staff on projects. We reserve the right to modify these rates in high cost areas.
- 6. Mileage rate is based on gasoline price of \$3.50 per gallon. A fuel surcharge may be added if a condition beyond Weaver Consultants Group control warrants it.

#### TESTING AND EQUIPMENT RENTAL NOTES:

- 1. Rates for testing and equipment not listed above are available on request.
- 2. Testing and equipment rental costs are negotiable for specific projects and for on-site laboratory programs.
- Laboratory unit prices cover equipment and labor costs to perform standard test procedures and laboratory reports with normal turn-around times. Non-standard testing requirements, supervisory and project management costs, data evaluation costs, and environmental sample disposal costs are not included in the testing unit prices and are billed separately.
- 4. Equipment rental rates are for equipment costs only. Transportation, calibration and personnel costs are billed separately.
- 5. Daily and weekly rates cover a maximum of 10 and 50 hours respectively.
- 6. SAMPLES WILL NOT BE RETAINED beyond classification and testing unless other arrangements are agreed to in writing. Environmental samples remain the property of the client.

#### Any modification to this fee schedule requires the written approval of Weaver Consultants Group

# EXHIBIT B2 COST OF SERVICES

## SOLID WASTE UTILITY CITY OF COLUMBIA LANDFILL LATERAL EXPANSION DESIGN AND PERMITTING SERVICES COLUMBIA, MISSOURI

Phase/Task	Man- Hours	La	bor Cost	Ex	penses	Co	Sub- ontractor Cost	То	tal Cost
1 - Project Administration and Controls	75	\$	8,025	\$	-	\$	-	\$	8,025
2 - Project Meetings and Involvment Sessions with City	ga shina a sa sa sa Sa sa Maria a sa	- 64 - -							
2.1 - Project Initiation Meeting	20	\$	3,220	\$	-	\$	-	\$	3,220
2.2 - Community Involvement Sessions	55	\$	8,150	\$	500	\$	-	\$	8,650
2.3 - Attendance at Public Meetings	28	\$	4,664	\$	-	\$	-	\$	4,664
2.4 - Public Involvement Plan	95	\$	13,130	\$	290	\$	-	\$	13,420
3 - Preliminary Site Investigation	50	\$	6,586	\$	318	\$	-	\$	6,904
4 - Ecological and Natural Resource Assessment		845 g - 1	이 가 있었다. 1. 12 - 사가 가 가	y Siria Ng		1	and a strength of the second sec		n de la composition Angli an an trais an an
4.1 - Archeological Survey (Phase I/II)	34	\$	4,290	\$	-	\$	52,567	\$	56,857
4.2 - Endangered Species (Bat) Habitat Study	12	\$	1,842	\$	-	\$	10,000	\$	11,842
4.3 - Wetland Survey	333.5	\$	54,862	\$	3,294	\$	-	\$	58,156
5 - Detailed Site Investigation (DSI) Work Plan	104	\$	13,432	\$	593	\$	-	\$	14,025
						and An an an			
SUBTOTALS	806.5	\$	118,201	\$	4,995	\$	62,567		
TOTAL	L							\$	185,763

#### Exhibit C

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

State of Missouri ) ss.

My name is <u>Ali Hahimi</u>. I am an authorized agent of <u>Weaver</u> <u>Consultants Group</u> (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.

Affiant

Public

"OFFICIAL SEAL" LYDIA TAITTS WALTERS Notary Public, State of Illinois Commission Expires 4/20/2020

Printed Name

Subscribed and sworn to before me this  $13^{11}$  day of September 20, 20