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

THIS AGREEMENT made by and between the City of Columbia, Missouri, a municipal corporation with an address of 701 E. Broadway, Columbia, MO 65201 (hereinafter called "City") and Burns & McDonnell Engineering Company, Inc., a corporation registered to do business in Missouri, with an address of 9400 Ward Parkway, Kansas City, MO 64114 (hereinafter called "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date"). City and Engineer are each individually referred to herein as a "Party" and collectively as the "Parties".

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

Design a rehabilitation or replacement strategy for the twenty inch (20") diameter, two thousand five hundred linear feet (2,500 LF) segment of the Clear Creek force main, encompassing a review of as-built drawings, review of break/maintenance history, hydraulic capacity analysis of the force main and lift station, an assessment of rehabilitation/replacement methods for the first 2,500 LF segment of the force main, and design of the force main segment replacement.

(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 Engineer shall perform professional engineering services as set forth in **Exhibit A** - "Scope of Services" dated August 28, 2025 (hereinafter referred to as "Scope of Services").

2.1.2 Engineer designates 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	Assignment
Rachelle Lowe, PE	**Project Manager**
Michael Lehrburger	**Technical Lead**

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 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 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 **Nathan Runyan**, 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 the project milestones set forth in Engineer's Scope of Services attached as Exhibit A. Parties shall have the right to modify performance times for individual phases or elements of the Project by written agreement.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, City agrees to pay Engineer the sum of **One Hundred Fifty-Nine Thousand and Fifty-Six Dollars and No Cents ($159,056.00)**, consistent with Engineer's Hourly Fee Schedule attached hereto as **Exhibit B** and incorporated herein; and consistent with Engineer's Schedule of Hourly Professional Service Billing Rates attached hereto as **Exhibit C** and incorporated herein; which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.

6.1.2 It is expressly understood that in no event will the total amount paid to Engineer under the terms of this Agreement, or any amendment thereto, exceed the sum

set forth in paragraph 6.1.1 unless otherwise agreed to in writing between the parties in advance of the provision of such services.

6.2 Payments

6.2.1 Engineer shall submit an invoice to City for the services rendered to date under this Agreement 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 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.

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 operate 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 Engineer's 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 any protected category designated by local, state, or federal law. Engineer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any 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 any protected category designated by local, state, or federal law.

7.9.3 Engineer shall comply with all provisions of 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 himself and his 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:

Exhibit	**Description**
A	Scope of Services
B	Hourly Fee Schedule
C	Schedule of Hourly Professional Service Billing Rates

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 Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Engineer's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____ E.K.
De'Carlon Seewood, City Manager

Date: _____

ATTESTED BY:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **55516388 604990 SW556**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: E-SIGNED by Matthew Lue on 2025-11-06 15:28:04 GMT
Matthew Lue, City Finance Director T.W.

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

BURNS & McDONNELL ENGINEERING COMPANY, INC. CORPORATE SEAL MISSOURI

By: _____

Printed Name: Karin Brickman

Title: Vice President

Date: 10/22/2025

ATTEST:

By: Keri L. Cowley, Assistant Secretary

Printed Name: Keri L. Cowley

Exhibit A – Scope of Services

Project Background

This scope of work outlines the tasks required for the design for the rehabilitation and/or replacement of an existing 20-inch diameter Clear Creek force main. The Clear Creek Lift Station and force main was constructed in 2010, with a firm pumping capacity of 8.6 MGD and approximately 14,200 linear feet 20-inch DR 18 PVC pipe. Beginning in 2014, the force main has experienced approximately six breaks in the first 2,500 linear feet (LF) of pipe downstream from the lift station. The City has instructed that Engineer's design shall focus only on opportunities to renew, rehabilitate, and/or partially replace the 2,500 LF segment. Engineer has not conducted a condition assessment of the entire system. The main is critical as it is the primary sewer discharge for the Clear Creek sewershed and direct replacement is difficult due to the location and no backup force main. Design will encompass a review of as-built drawings, review of break/maintenance history, hydraulic capacity analysis of the force main and lift station, an assessment of rehabilitation/replacement methods for the first 2,500 linear feet segment of force main, and consideration of the force main segment replacement. A technical memorandum and layout maps will be prepared to summarize the rehabilitation options and provide cost estimates for feasible options. Engineer will develop design documents based on the City selected rehabilitation option.

This scope is being developed in response to multiple failures that have occurred in the first 2,500 LF of the force main. The City has requested an evaluation of feasible rehabilitation and replacement options to address these failures. Given the limited availability of system data and uncertainty of as-built conditions, the analysis will be constrained by assumptions and available information.

Project Objectives

The primary objective is to design a rehabilitation or replacement strategy for the 2,500 LF segment to avoid future breaks to this portion of the system. The design fee estimate is based on the following scope items, should any of the scope items change this will be considered supplemental services and require an amendment:

- Reviewing the current condition of the force main and lift station infrastructure (as site observation and existing documentation allows).

- Assessing the hydraulic capacity of the system from the lift station to the existing outlet structure at STA 153+85.
- Evaluating the feasibility of various rehabilitation and replacement options.
- Preliminary Design Technical Memorandum (Draft, Final) and rehabilitation/replacement recommendation.
- Design phase services (60%, 90%, and Issues for Bid (IFB)), including design drawings, specifications, and engineer's estimates of probable construction costs (EOPCC).
- Bid phase support services to include pre-bid meeting, coordination with bidders, responding to requests for information (RFI) and questions from prospective bidders, addendum issuance, and issued-for-construction (IFC) design package.

Scope of Services

Task Series 100 – Project Management & Meetings

101. Project Management – The project manager will correspond with the City, review project status, review project schedule, review project budget, review project deliverables, and align resources. Engineer will prepare and submit monthly progress report and invoice.

102. Kickoff Meeting – Engineer will lead a Project Kickoff meeting, assumed to be virtual and anticipated to take 1.5 hours. During the Project Kickoff meeting the project team will discuss the following:

    - Discuss project background and overview
    - Define project goals, including design criteria
    - Discuss activities and deliverables
    - Discuss scope of work
    - Establish a project schedule
    - Identify key project issues
    - Identify key personnel who are to provide input on the project, and
    - Get initial input on design items

103. Progress Meetings – Engineer will conduct project progress meetings bi-weekly, these meetings will be held virtually and expected to last one (1) hour each. This task assumes a total of ten (10) meetings and includes the preparation of meeting agendas, minutes, and tracking of action items.

Task 200 – Data Collection

201. Review of Background Data and Documents – Engineer will prepare a data request list and review (as available) as-built drawings, specifications, operation and maintenance manuals, utility maps, pump run times, system curves, flow rates and other relevant documentation for the force main and lift station provided by the City to support understanding of the project. This information will be used to generate a baseline for the design of the project.

202. Site Observation – Engineer will perform an initial site observation with City to collect existing field data, including observation reports, maintenance logs, and hydraulic performance data. Discuss with City crew pipe and break history, shutdown opportunities and how the plan relies on current infrastructure. A visual observation of the force main route, access points, and other relevant appurtenances will be completed. Field measurements of relevant lift station parameters will be performed by the City.

Task 300 – Preliminary Design

301. Replacement and Rehabilitation Alternatives Evaluation – Engineer will review up to four (4) methods for force main rehabilitation. Technologies evaluated are expected to include force main replacement, cured in place pipe (CIPP) lining, pipe bursting, and/or sliplining. The pipe material, installation techniques, timing, and feasibility will be evaluated for each technology. An EOPCC comparison will be provided by the engineer, contrasting the relative cost of each method and evaluating the cost-effectiveness of force main segment replacement versus rehabilitation. Conceptual design exhibits and sketches will be developed to show the limits of work, general alignments, sizing, open cut areas versus trenchless areas, and show general assembly of valving and accessories.

302. Hydraulic Evaluation – Engineer will develop a hydraulic model of the system to analyze the hydraulic performance of the system under firm system capacity. The "system" shall be defined as lift station and 20-inch force main from STA 11+70.05 to STA 153+85 (per City drawings dated December 2009). Rehabilitation options with notable impacts to hydraulics

(increased/decreased internal pipe diameter, head loss roughness coefficient) will be evaluated relative to the existing firm capacity and possible hydraulic limitations or deficiencies will be identified to inform the selection of rehabilitation or replacement option. No formal model calibration will be performed; model output will be verified using the City's available operational data.

303. Preliminary Design Technical Memorandum (DRAFT) – Engineer will summarize the findings of Tasks 301 and 302 in an approximately 15-page report. This task includes time for a virtual meeting with the City after their review is complete to discuss and clarify any comments.

304. Preliminary Design Technical Memorandum (FINAL) – Engineer will address City comments and finalize the report from Task 303. This will include selecting the preferred replacement/rehabilitation alternative for further design.

Task 400 – 60% Design

401. 60% Design Documents – Drawings and specifications will be provided by Engineer at the 60% design level and include the following:

- Draft Technical Specifications
- Drawings included in the 60% design package brought to 90% completion
- Additional detailed drawings needed for final design

402. 60% EOPCC – Based on the 60% design documents, Engineer will prepare the EOPCC for the project at an AACE Class 2. This cost opinion will be submitted along with the design documents for review and comment by the City. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

403. 60% Design Review Meeting – After the City has had an opportunity to review the 60% design documents, Engineer will conduct a virtual 60% design review meeting. The purpose of this meeting is to provide the City and Engineer an opportunity to clarify City comments on the documents. Comments will be incorporated into the 90% design documents as applicable.

Task 500 – 90% Design

501. 90% Design Documents – Drawings and specifications will be provided by Engineer at the 90% design level and include the following:

- Refined Technical Specifications
- Drawings included in the 60% design package brought to 90% completion
- Additional detailed drawings needed for final design

502. 90% EOPCC – Based on the 90% design documents, Engineer will prepare the EOPCC for the project at an AACE Class 1. This cost opinion will be submitted along with the design documents for review and comment by the City. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

503. 90% Design Review Meeting – After the City has had an opportunity to review the 90% design documents, Engineer will conduct a virtual 90% design review meeting. The purpose of this meeting is to provide the City and Engineer an opportunity to clarify City comments on the documents. Comments will be incorporated into the 90% design documents as applicable.

Task 600 – 100% (Issued for Bid) Design

601. 100% Design Documents – Drawings and specifications will be provided by Engineer at the 100% design level and include the following:

- Final Technical Specifications
- Drawings included in the 90% design package brought to 100% completion
- Final detail drawings need for IFB

602. 100% EOPCC – Based on the 100% design documents, Engineer will prepare the final EOPCC for the project at an AACE Class 1. This cost opinion will be submitted along with the design documents for review and comment by the City. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Task 700 – Bid Phase Support Services

701. Pre-Bid Meeting – Engineer will help the City facilitate the pre-bid meeting with prospective contractors. The meeting is expected to be virtual and last approximately 1.5 hours.

702. Respond to Questions and Requests for Information (RFI) – Engineer will assist the City in fielding and responding to prospective contractor questions and RFIs during the bid phase.

703. Addenda Issuance – Engineer with issue addendums as required

704. Issued for Construction – Engineer will incorporate addendum and redlines (as needed) into the 100% IFB design documents and seal.

Assumptions

City Responsibilities:

- Provide all necessary data and information in a timely manner as requested by the Engineer.
- Provide access to the Clear Creek Lift Station, pump curves, operational procedures, operational pressures and flows, and relevant personnel with knowledge of the station for the on-site assessment.
- Provide material costs for similar projects.
- Review and provide feedback on the draft preliminary design technical memorandum within 10 days of receipt.
- Development of front-end specifications including bid forms, Division 00 and 01.
- Replacement/rehabilitation alternative selection and approval of final preliminary design technical memorandum.

Clarifications and Exceptions:

- Engineer will be entitled to rely upon the accuracy of information provided to it by the City in completion of the Work without independent verification. In the event information provided by the City is later found to be inaccurate or incomplete, Engineer will be entitled to a change order to update schedule and pricing regarding any additional work necessary resulting from such inaccurate or incomplete information. Engineer acknowledges that the available information is limited. As-built conditions, installation methods, and any deviations from original specifications are not fully known and may impact both the analysis and design recommendations.

- When it becomes necessary for Engineer to review, or observe the work or work product performed or prepared by the Client or others working on behalf of Client, the Client and Engineer agree that such review, or observation is solely for the purpose of understanding the project or related information and work product.

- Engineer's observation of the project or work is limited to readily accessible and observable areas of the project, there is no expectation and Engineer is under no duty to use tools or equipment to gain access to areas of the project that are inaccessible, enclosed in permanent improvements or equipment, buried, or obscured from view.

- Engineer's employees are not being retained as expert witnesses, and Engineer's employees will not perform as an expert unless both parties agree to such services by separate written agreement.

- Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

- Engineer shall not be responsible to City, in any way, for any claims or liabilities arising out of or related to any third-party work or work product. City shall look solely to the third-party for any deficiencies or defects in the work product of third parties. The third-party preparer shall be solely responsible and liable for such deficiencies or defects and City waives and releases Engineer from, any and all, charges, complaints, claims, actions, demands of any nature whatsoever, statutory, or non-statutory, known or unknown, arising from or related to Engineer's review or observation of such third-party work or work product.

- No condition assessment of the existing sewer force main is included. Assume the first 2,500 feet need repair/replacement based off break history. Engineer makes no guaranty regarding the performance of the system. Due to limited data, it may not be possible to identify a definitive root cause of the observed failures. Failures may be the result of multiple contributing factors. All recommendations will document key assumptions and limitations, and Engineer does not represent or warrant that implementation of any recommended action will eliminate all future occurrences of failures. Recommendations are intended to reduce risk based on available data but cannot fully guarantee system performance.
- No geotechnical, survey, field work, or permitting is included in this scope of work.
- Engineer will not provide a review of previous design and/or construction defects.
- Engineer design drawings will utilize the City's existing drawing set as the base layout and alignment. Engineer will annotate existing plan and profile sheets as required for the rehabilitation design. New detail drawings and specifications will be provided as needed.
- If force main replacement is the selected alternative based on the preliminary design, additional scope and professional engineering fee approval would be required to facilitate the full design.

This scope of work is subject to change based on the findings of the initial data review and site assessment. Any changes will be documented in a formal change order.

Project Milestones

The schedule for the Project Milestones are anticipated as follows:

A. Engineer will proceed with the Scope of Services immediately upon receipt of the Notice-to-Proceed (NTP).

B. Engineer anticipated delivering the draft preliminary design technical memorandum within 45 days of NTP. City comments are expected within 10 business days to allow for submission of the final preliminary design technical memorandum within 10 business days after receiving comments.

C. Engineer anticipates delivering the 60% design package within 45 days of approval of final preliminary design technical memorandum and City selection of preferred replacement/rehabilitation alternative.

D. Engineer anticipates delivering the 90% design package within 30 days after the 60% design review meeting and the City's 60% design comments have been received (whichever is later).

E. Engineer anticipates delivering the 100% IFB design package within 30 days after the 90% design review meeting and the City's 90% design comments have been received (whichever is later).

Exhibit B - Hourly Fee Schedule

Clear Creek FM Rehabiliation Design (IFB)

Columbia MO

Task	Project Tasks	Total Hours	Labor Fee	Expense Fee	Total Fee
Task 100	**Project Management & Meetings**				
	Sub-total Hours	**96**	**$ 27,054**	$ 600	**$ 27,654**
Task 200	**Data Collection**				
	Sub-total Hours	**34**	**$ 8,572**	**$ 704**	**$ 9,276**
Task 300	**Preliminary Design**				
	Sub-total Hours	**143**	**$ 35,186**	**$ 894**	**$ 36,080**
Task 400	**60% Design**				
	Sub-total Hours	**126**	**$ 31,865**	**$ 788**	**$ 32,653**
Task 500	**90% Design**				
	Sub-total Hours	**106**	**$ 26,895**	**$ 663**	**$ 27,558**
Task 600	**100% (IFB) Design**				
	Sub-total Hours	**75**	**$ 18,937**	**$ 469**	**$ 19,406**
Task 700	**Bid Phase Support Services**				
	Sub-total Hours	**25**	**$ 6,274**	**$ 156**	**$ 6,430**
	Total Project	**605**	**$ 154,783**	**$ 4,273**	**$ 159,056**

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$78.00
Technician *	6	$99.00
Assistant *	7	$120.00
	8	$165.00
	9	$195.00
Staff *	10	$222.00
	11	$243.00
Senior	12	$275.00
	13	$297.00
Associate	14	$306.00
	15	$308.00
	16	$310.00
	17	$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. A charge will be applied at a rate of $9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

Form BMR25-6

Exhibit B

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

County of Jackson)
) ss.
State of Missouri)

My name is Emily Leheney. I am an authorized agent of Burns + McDonnell Engineering Co. 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.

LOURDES WEISE
Comm. Exp. February 28, 2028
NOTARY PUBLIC NOTARY SEAL #12522112
Jackson County
STATE OF MISSOURI

Emily Leheney
Affiant

Emily Leheney
Printed Name

Subscribed and sworn to before me this 9th day of September, 2025.

Lourdes Weise
Notary Public

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: https://www.e-verify.gov/.