

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 HORIZONTAL
EXPANSION PERMITTING PROJECT – PHASE III –
including: Additional Geotechnical Analysis, Vertical
Expansion Permit Modification, and Solid Waste disposal
Area Permit Application**

(Description of Project)

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Basic Services," dated **December 2021, Revised March 2022** (hereinafter referred to as "Scope of Basic Services").

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

<u>Name and Title</u>	<u>Assignment</u>
Dustin Thoenen, P.E., Project Manager	Project Manger, Certifying Engineer
Andy Limmer, P.G., Senior Project Manager	Certifying Geologist
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 **David Sorrell, Director City Utilities**, 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 **730** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

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

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

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

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

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

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

6.1.1.6 Total payment for Scope of Basic Services and all other expenses and costs to City under this Agreement and described herein **shall not exceed \$412,551.**

6.2 Payments

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

Commercial General Liability Engineer agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** per occurrence and \$3,000,000 aggregate covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the

general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability Engineer agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate. For policies written on a "Claims-Made" basis, Engineer agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Engineer agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Engineer of the obligation to provide replacement coverage.

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

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

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

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

Waiver of Subrogation Engineer agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit Engineer to enter into 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 operating legally.

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

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

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

and authorized to practice engineering in Missouri, and that Engineer will keep and maintain a valid certificate of authority from APEPLSPLA.

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

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

7.2.4 Professional Oversight Indemnification

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

7.3 Estimates and Projections

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

7.4 On-Site Services

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

7.5 Changes

City shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation and/or schedule, upon

execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or any Vice President of Engineer.

7.6 Suspension of Services

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

7.7 Termination

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

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

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

7.8 Publications

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

7.9 Nondiscrimination

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

7.9.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, or gender identity. Engineer shall take affirmative

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

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

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

7.10 Successor and Assigns

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

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing

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

7.14 Employment of Unauthorized Aliens Prohibited

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

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

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

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

7.16 No Waiver of Immunities

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

7.17 Counterparts and Electronic Signatures

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

7.18 Agreement Documents

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

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

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

7.19 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: ^{DocuSigned by:} De'Carlton Seewood
City Manager JMS
Date: 5/18/2022

ATTESTED BY:

^{DocuSigned by:} [Signature]
4E1F069B868D40A...
Sheela Amin, City Clerk

APPROVED AS TO FORM:

^{DocuSigned by:} [Signature] ^{DS} MC
DA01C98E798B4D2...
Nancy Thompson, City Counselor

CERTIFICATION:

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

By: ^{DocuSigned by:} [Signature] ^{DS} MM
0032FF4594024EC...
Director of Finance

WEAVER CONSULTANTS GROUP, LLC

By: [Signature]
Date: 4/5/22

ATTEST:

By: [Signature]
Name: 4/5/2022

Exhibit A
Scope of Work

STATEMENT OF WORK - PHASE 3

ADDITIONAL GEOTECHNICAL ANALYSIS VERTICAL EXPANSION PERMIT MODIFICATION SOLID WASTE DISPOSAL AREA PERMIT APPLICATION

CITY OF COLUMBIA LANDFILL

Prepared for



December 2021
Revised March 2022

Prepared by



Weaver Consultants Group, LLC
6301 E Hwy AB
Columbia, MO 65201
888-660-0346

STATEMENT OF WORK

Project Background

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 1-6 are constructed, with current disposal operations occurring in Cell 6.

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.

A Preliminary Site Investigation (PSI) was performed by the Missouri Geologic Survey (MGS), accompanied by representatives from the City and Weaver Consultants Group (WCG or "Engineer") on November 29, 2018. MGS approved the site in the preliminary phase, citing an insignificant collapse potential rating based on the geological and hydrological characteristics observed. The approval letter was dated December 31, 2018. The proposed area was approved to move to the Detailed Site Investigation (DSI) portion of the permitting process.

A Detailed Site Investigation (DSI) was conducted from May 2019 to September 2021 to characterize in detail the geologic and hydrologic conditions at the proposed expansion area. A DSI Report was prepared by WCG, summarizing the findings and submitted to MGS on October 6, 2021. A meeting was held with MGS on November 19, 2021, to discuss their review. Discussions indicated the site appeared to be "approvable" for landfill use, but more information was needed to enhance the site characterization presented in the DSI. On November 29, 2021, the DSI Report was officially withdrawn. Per MGS feedback, there remains additional analysis and review of the DSI findings to be incorporated into a revised DSI Report. The scope of work includes the anticipated efforts to re-submit the DSI Report. An Application for Solid Waste Disposal Area Construction Permit can be submitted to the MDNR – Waste Management Program (WMP) any time after the DSI is approved.

Conversations with the City in Fall 2021 indicate they would like to pursue a vertical expansion of the existing Landfill. The currently permitted final contours present a 5% crown with an area of approximately 44.4 acres. This leaves a large area to potentially expand vertically the final

contours for an airspace gain. The vertical expansion permit modification can be pursued at any time. The regulatory review timeframe for a vertical expansion application is typically up to twelve (12) months.

Project Understanding

In accordance with the City's request(s), this proposal addresses additional effort for the DIS report submittal, preparation of a solid waste disposal area permit application for the planned expansion area south of the existing Landfill, and preparation of a separate vertical expansion permit modification for the existing Landfill.

Scope of Services

Task 1 – Additional Geotechnical Analysis

Under this task, the Engineer will meet and discuss with MGS to discuss specific details that will need to be addressed related to the geotechnical analysis contained in the initial Detailed Site Investigation (DSI) Report. Ultimately, the concerns from MGS conversations will be addressed in a DSI Report re-submittal. Initial conversations have been had with MGS on the general extent of effort needed to satisfy their requirements. Further evaluation of the collected data, based on MGS comments, will be completed, and incorporated into the DSI report. Revisions are anticipated to include cross sectional drawing edits, text revisions, additional investigation on site faulting, edits to data presentations, and site geologic interpretations. It is not anticipated at this time that additional field work will be needed for the report re-submittal.

Task 2 – Vertical Expansion Permit Modification

Under this task, the Engineer will develop a solid waste permit modification to vertically expand the current Landfill bound by permit number 0101908. The expansion request will vertically modify the currently permitted final contours. Subtasks below outline the general work to be completed for the permit modification:

Subtask 2.1 – Project Management

The Engineer will provide ongoing direction and management of the vertical expansion permit modification as a whole. The Engineer will coordinate consistency in design and plans, review budgets, and review overall quality of work throughout the course of the permit modification. The Engineer will generate invoices and ensure timely payments are made. It is anticipated at least three (3) meetings will be held with MDNR-WMP for the modification, one before the permit application is drafted, one after the initial comment letter and lastly, one after the second comment letter. The Engineer will attend and generate agendas and discussion points for these meetings.

Subtask 2.2 – Vertical Expansion Feasibility Evaluation

The Engineer will examine the feasibility of a vertical expansion to the City's existing Landfill and provide design options for final landfill contours associated with various airspace gains for the vertical expansion. An overview of potential issues, implications, and design options will be drafted and sent to the City for review and discussion prior to beginning the vertical expansion permit modification. Potential issues or concerns regarding geotechnical/stability, pipe crushing, landfill gas collection system, stormwater management system, regulatory obligations etc., will be preliminarily reviewed and analyzed to identify potential flaws for permitting the vertical expansion permit modification. The feasibility evaluation will identify areas of focus for the design and permitting the vertical expansion.

Subtask 2.3 – Design Report

Engineer will prepare a complete design report for the vertical expansion permit modification in accordance with Missouri Code of State Regulations (CSR). The report will include applicable local planning and zoning requirements and summaries of the design and permitting elements for the vertical expansion listed as subtasks below. In general, the design report will contain a narrative describing a brief site history and permit status, relevant details of currently permitted design, proposed modifications to the design and overview of engineering analyses. The engineering analyses will include summaries and attachments to provide detailed calculations in support of the proposed vertical expansion. More specific details and elements of the proposed vertical expansion permit modification are listed in the following subtasks.

Subtask 2.4 – Design/Permit Drawings

Engineer will draft and update applicable permit drawings related to vertically expanding the current Landfill. Anticipated permit drawings to be updated with the vertical expansion include final contours, stormwater design, landfill gas design, design details, cross sections, and bioreactor landfill layout and details. At this time, it is anticipated certain aspects of the bioreactor design will be removed in the permit drawing updates.

Subtask 2.5 – Stability/Geotechnical Analysis

Engineer will prepare a full Geotechnical & Stability Evaluation including the necessary foundation bearing capacity analysis, settlement calculations and analysis, and slope stability evaluation of the proposed vertical expansion. Settlement analysis will be performed along a critical leachate collection pipe alignment to confirm the slope of the pipe and strain on the liner remains within acceptable limits with the additional volume of a vertical expansion.

A slope stability analysis will be performed to check the static stability of the proposed vertical expansion. The slope stability analysis is required since the expansion would likely occur on the existing bioreactor portion of the Landfill. A critical slope stability orientation/geometry will be selected for analysis. A two-dimensional model of the landfill foundation, liner, waste and cover

components will be created. Stability analyses will include searches for surfaces with minimum factor of safety using circular and block failure modes under static and seismic conditions.

Subtask 2.6 – Stormwater Design & Calculations

The currently approved stormwater management plan for the landfill consists of diversion berms/ditches, downslope (letdown) channels, perimeter channels, and sediment basins. The final cover grading from the 2016 vertical expansion includes one to four rows of tack-on stormwater diversion berms/ditches. The proposed vertical expansion may result in one or more additional rows of tack-on type stormwater diversion berms/ditches, depending on the final peak elevation. WCG assumes there will be no change to the design parameters for the tack-on berms (i.e., spacing, cross-sectional geometry, or longitudinal slope).

The addition of one or more rows of stormwater diversion berms/ditches to the final cover stormwater management design may increase peak flow velocity in the down slope channels and perimeter channels. Engineer will perform stormwater runoff and routing modeling for the revised final cover terraces and letdown structures configuration for a design 25-year 24-hour storm for the purpose of either confirming the continued suitability of the existing down slope channel and perimeter channel cross-sections or revising channel geometry. If necessary to handle increased peak runoff values, revised cross-section geometry for the downslope channel and/or perimeter channel will be calculated, and detail drawings will be prepared.

The proposed vertical expansion will not result in any increase to the final cover total drainage area and, consequently, the total volume of runoff under the design storm will be unchanged from the currently permitted final cover configuration. WCG assumes that the sediment basins are adequately sized for the total runoff volume and, therefore, we do not propose any evaluation or re-design of the sediment basin capacity or discharge structures as part of this scope of work.

Subtask 2.7 – Leachate Collection System Evaluation

Engineer will analyze pipe strength under the increased vertical overburden stress associated with the proposed vertical expansion. Calculations will consist of compressive ring thrust (wall crushing), ring deflection, and wall buckling. Relevant geotechnical properties of the foundation bedrock/soil, liner, and landfill waste materials will be derived from consideration of the original permit application and subsequent vertical expansions. As-built information from previous cell constructions will be researched and analyzed to determine the type and size used for the leachate collection system.

Subtask 2.8 – Landfill Gas System Design

Engineer will analyze the currently permitted landfill gas collection and control system (GCCS) and develop an updated design to comply with 40 CFR 60 Subpart XXX New Source Performance Standards (NSPS) for Municipal Solid Waste Landfills and 40 CFR 63 Subpart AAAA National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills. Engineer will update existing or analyze technical components of a permit level design such as: landfill gas

generation model (LandGEM), KYGas Model, condensate generation and management and operations of the system. The Engineer will develop an updated GCCS design which will coincide with the vertical expansion request.

WCG understands the current landfill is currently not subject to NSPS Subpart XXX, however it is anticipated that over the life of the landfill the facility may become subject to additional controls under NSPS. As such, the gas system design will allow flexibility to comply with this standard. In addition, the design will be focused to allow flexibility to install temporary gas collectors and flexibility to supplement with additional gas extraction wells without requiring approval from the MDNR.

Task 3 – Solid Waste Disposal Area Construction Permit Application

Engineer will complete the Solid Waste Disposal Area Construction Permit Application (From MO 780-0393) which will include the following elements.

- Permit Application Fees (Application fee of \$2,000 with reviewing costs up to \$8,000), not to exceed \$10,000 in total fees to be paid by the City.
- A complete Application for Solid Waste Disposal Area Construction Permit - MO 780-0393 form.
- Engineering plans and specifications for the design and operation of the facility. The plans and specifications will address each of the applicable sections in the Missouri Solid Waste Management Rules, 10 CSR 80. The regulations require that the plans and specifications be prepared or approved by a professional engineer registered in Missouri.
- Evidence of compliance with all applicable local planning and zoning requirements, as required in 10 CSR 80-2.020(6), to be provided by the City.
- Evidence of financial responsibility to be provided by the City.
- Copy of the approved DSI.
- Closure and Post-Closure Plans.
- Names and addresses of all recorded owners of real property located either next to or within 1,000 feet of the proposed solid waste disposal area.

More specifically, the following subtasks will be completed with the Permit Application:

Subtask 3.1 – Project Management, Administration & Controls

The Engineer will provide ongoing direction and management of the Solid Waste Disposal Area Construction Permit Application (Permit Application) as a whole. The Engineer will coordinate consistency in design and plans, review budgets, and review overall quality of work throughout the course of the permit application draft. The Engineer will generate invoices and ensure timely payments are made. The Engineer will perform site visits/meetings to discuss progress and

potential issues with the City. It is anticipated several meetings will be needed with the MDNR-WMP to discuss the application and design. Engineer will coordinate and attend a pre-application meeting, monthly progress meetings, and post-review meeting with the City and MDNR-WMP to ensure the permit application is complete and ensure MDNR concerns are met. The Engineer will also assist with the Public Hearing on the Draft Permit.

Subtask 3.2 – Design Report

Engineer will prepare a complete design report for the proposed bioreactor landfill expansion in support of the Permit Application in accordance with 10 Missouri Code of State Regulations (CSR) 80-3.010. The report will include applicable permit fees to be provided by the City (not to exceed \$10,000 for application and review fees), site restriction demonstrations, local planning and zoning requirements, evidence of financial responsibility, summary of the findings of the DSI and summaries of the designs and calculations presented in the subsequent sections in support of the proposed bioreactor landfill.

Subtask 3.3 – Design Drawings Set

Engineer will prepare a complete, permit level design drawing set in support of the proposed bioreactor landfill Permit Application in accordance with 10 CSR 80-3.010(4). The design drawing set will be drafted utilizing AutoCAD Civil 3D software. The following drawings will be included at a minimum, but is not limited to; cover sheet, general notes, existing site conditions, subgrade design, liner design, leachate collection system design, closure plan (final contours), stormwater design, landfill gas design, cross sections, phase development plans, and supporting design details. The design drawing set will include components of the engineered design described in the subsequent sections.

Subtask 3.4 – Phase Development Plan

Engineer will prepare a phase development plan for the proposed bioreactor landfill cells, phases, outer grading, access plans, and other necessary infrastructure to support the construction progression of the site in accordance with 10 CSR 80-3.010(4). Each cell development will incorporate the necessary excavation grades inside and outside of the solid waste boundary to properly manage access roads, stormwater, utilities, and leachate. Attainable waste grades will be incorporated into each cell development to project useable life of each construction cell and/or phase. Short-term and long-term stormwater management plans will be incorporated into each construction phase.

Subtask 3.5 – Soil Balance Calculations

Engineer will prepare soil balance calculations for the development of the proposed bioreactor landfill in accordance with 10 CSR 80-3.010(4). Boring logs and soil testing data from the DSI will be analyzed to quantify the types of soils located within the expansion area. The soil quantities for complete development of the site will be calculated for an overall soil balance. If additional areas are needed for investigation and quantification, a separate contract can be prepared.

Subtask 3.6 – Landfill Gas System Design & Calculations

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Engineer will prepare a landfill gas system design with supporting calculations for the proposed bioreactor landfill in accordance with 10 CSR 80-3.010(13). A permit level design includes KYGas modeling, LandGEM modeling, condensation calculations, radius of influence calculations, and management and operations plan for the system. The design will include temporary and permanent infrastructure to collect landfill gas unique to the bioreactor landfill design and operation.

Subtask 3.7 – Liner and Leachate Collection System Design & Calculations

Engineer will prepare permitted grades for the subgrade and liner systems of the proposed bioreactor landfill in accordance with 10 CSR 80-3.010. Calculations and HELP modeling will be performed for the leachate collection system to adequately drain liquids from the proposed bioreactor landfill. Leachate collection pipes, forcemains, collection media, pumps, transmission, and storage structures etc. will be designed and sized.

Subtask 3.8 – Stormwater Management Design & Calculations

Engineer will prepare stormwater runoff and routing modeling on the final developed grades and design various stormwater transmitting infrastructure such as terraces, berms, letdowns, perimeter channels and sedimentation basins in accordance with 10 CSR 80-3.010(7) for the proposed bioreactor landfill.

Subtask 3.9 – Bioreactor Design Calculations

Engineer will perform various calculations needed in support of the proposed bioreactor landfill design in accordance with 10 CSR 80-3.010(21). Calculations include supplemental water demand, unit water demand, and total water demand. Plans, requirements, and operational efforts specific to the bioreactor operation will be incorporated into other plans for the site.

Subtask 3.10 – Leachate Management Plan

Engineer will prepare a Leachate Management Plan for the bioreactor landfill in accordance with 10 CSR 80-3.010. Procedures and routines pertaining to the operation of the leachate collection system will be evaluated and incorporated into the plan. Various leachate tracking logs and tables will be incorporated into the plan. Once constructed, various information such as leachate sump elevations, compliance points, compliance elevations, forcemain locations, etc. can be incorporated.

Subtask 3.11 – Geotechnical & Stability Evaluation

Engineer will prepare a full Geotechnical & Stability Evaluation including the necessary foundation bearing capacity analysis, settlement calculations and analysis, and slope stability evaluation of the proposed bioreactor landfill in accordance with 10 CSR 80-3.010(4). Settlement analysis will be performed along a critical leachate collection pipe alignment to confirm the slope of the pipe and strain on the liner remains within acceptable limits. Relevant geotechnical properties from the DSI field work will be utilized to complete the evaluation. If additional field work is needed, a

separate contract can be prepared.

A slope stability analysis will be performed to check the static stability of the proposed bioreactor landfill. A critical slope stability orientation/geometry will be selected for analysis. A two-dimensional model of the landfill foundation, liner, waste and cover components will be created. Relevant geotechnical properties from the DSI field work will be utilized to complete the evaluation. Stability analyses will include searches for surfaces with minimum factor of safety using circular and block failure modes under static conditions. At this time a seismic stability analysis will not be required.

Subtask 3.12 – Operations Plan

The Engineer will prepare an Operations Plan for the proposed bioreactor landfill in accordance with 10 CSR 80-3.010. The operations plan will include, but is not limited to, hours of operation, equipment and personnel, daily operations, alternate daily covers, erosion control, special wastes, handling wastes, asbestos, hot loads, vector control, white goods, environmental monitoring, random inspections, litter control, safety procedures, compliance requirements, and other necessary requirements and procedures.

Subtask 3.13 – QA/QC Plan

The Engineer will prepare a Quality Assurance/Quality Control (QA/QC) Plan for the construction of various aspects of the proposed bioreactor landfill in accordance with 10 CSR 80-3.010(5) and 10 CSR 80-3.010(2.1). The QA/QC Plan will specify the methods, procedures and frequency of construction observations and testing activities to document construction operations in accordance with the operating permit. The QA/QC Plan will address QA and QC for earthen materials and fabricated materials.

Subtask 3.14 – Closure/Post-Closure Plan

The Engineer will prepare a Closure/Post-Closure (CPC) Plan for the proposed bioreactor landfill in accordance with 10 CSR 80-3.010. The CPC Plan will address the necessary criteria to properly close and maintain the constructed disposal area. The plan will include the methods and schedules anticipated to properly close portions of the proposed bioreactor landfill at any point during its operating life.

Subtask 3.15 – Groundwater Sampling & Analysis Plan

Engineer with prepare a Groundwater Sampling and Analysis Plan (GWSAP) in accordance with 10 CSR 80-3.010(9). The GWSAP will contain procedures for sampling and analysis of groundwater monitoring network and procedures for statistical analysis of analytical laboratory data.

Subtask 3.16 – Gas Monitoring Plan

Engineer with prepare a Gas Monitoring Plan (GMP) in accordance with 10 CSR 80-3.010(12). The GMP will be prepared to outline monitoring guidelines and procedures to avoid negative impact

on the surrounding environment and potential hazards to public health and safety from the production of landfill gas from the proposed bioreactor landfill.

Schedule

Schedule is dependent upon execution of the proposal and when the notice to proceed is received in writing from the City. In general, a typical vertical expansion modification can take 3-6 months to prepare, and a horizontal expansion solid waste permit application can take 6-12 months to prepare. The revised DSI report can be prepared in 1 month.

Budget

The following is the proposed project budget for the scopes previously described.

Task	Task Name/Description	Man-Hours	Labor Cost	Expenses	Total Cost
1	Additional Geotechnical Analysis	181	\$24,475	\$0	\$24,475
2	Vertical Expansion Permit Modification				
2.1	Project Management	40	\$5,960	\$0	\$5,960
2.2	Vertical Expansion Feasibility Evaluation	40	\$6,680	\$0	\$6,680
2.3	Design Report	100	\$14,445	\$820	\$15,265
2.4	Design/Permit Drawings	130	\$17,955	\$0	\$17,955
2.5	Stability/Geotechnical Analysis	90	\$13,690	\$0	\$13,690
2.6	Stormwater Design & Calculations	80	\$11,110	\$0	\$11,110
2.7	Leachate Collection System Evaluation	70	\$9,760	\$0	\$9,760
2.8	Landfill Gas System Design & Calculations	115	\$15,670	\$0	\$15,670
TOTAL					\$96,090
3	Solid Waste Disposal Area Construction Permit Application				
3.1	Project Management, Administration & Controls	306	\$43,550	\$0	\$43,550
3.2	Design Report	185	\$26,605	\$820	\$27,425
3.3	Design Drawing Set	161	\$21,940	\$0	\$21,940
3.4	Phase Development Plan	368	\$47,946	\$0	\$47,946
3.5	Soil Balance Calculations	42	\$6,014	\$0	\$6,014
3.6	Landfill Gas System Design & Calculations	93	\$13,101	\$0	\$13,101
3.7	Liner & Leachate Collection System Design & Calculations	72	\$10,708	\$0	\$10,708
3.8	Stormwater Management Design & Calculations	100	\$14,335	\$0	\$14,335
3.9	Bioreactor Design Calculations	83	\$11,931	\$0	\$11,931
3.10	Leachate Management Plan	60	\$7,978	\$750	\$8,728
3.11	Geotechnical & Stability Evaluation	191	\$30,208	\$0	\$30,208
3.12	Operations Plan	72	\$9,994	\$750	\$10,744

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3.13	QA/QC Plan	72	\$9,994	\$750	\$10,744
3.14	Closure/Post-Closure Plan	72	\$9,994	\$750	\$10,744
3.15	Groundwater Sampling & Analysis Plan	88	\$12,404	\$750	\$13,154
3.16	Gas Monitoring Plan	72	\$9,994	\$750	\$10,744
TOTAL					\$292,016

Total cost to complete scope of work shall not exceed **\$412,551** without prior approval from the City.

Additional Services and Project Assumptions

We have developed the preceding project approach based on our understanding of the project. The following is a list of additional services for the City's current and future consideration.

- Revisions to the final permit modification and permit application. Changes to the applications after submittal to MDNR-WMP may be considered an additional service.
- WCG assumes that all previous permit documents and files developed by other consultants (e.g., AutoCAD, word, excel, HELP etc.) will be immediately available. Reproduction of drawings or other files may be considered an additional service.

Exhibit B
Hourly Fee Schedule

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective September 1, 2020)**

I. PROFESSIONAL STAFF	<u>Unit</u>	<u>U.S. \$</u>
a) Principal/Corporate Consultant	Hr	223.00
b) Senior Project Director	Hr	209.00
c) Project Director	Hr	195.00
d) Senior Project Manager	Hr	174.00
e) Senior Project Engineer/Scientist/Environmental Specialist	Hr	158.00
f) Architect	Hr	150.00
g) Project Manager.....	Hr	153.00
h) Senior Industrial Hygienist.....	Hr	139.00
i) Project Engineer/Scientist/Environmental Specialist.....	Hr	127.00
j) Staff Engineer/Scientist/Environmental Specialist	Hr	117.00
k) Geotechnical Engineer.....	Hr	110.00
l) Staff Environmental Geologist	Hr	99.00
m) Engineer/Scientist/Environmental Specialist/Industrial Hygienist.....	Hr	95.00
 II. TECHNICAL STAFF		
a) Union Engineering Technician-Journeyman	Hr	131.00
b) Union Engineering Technician	Hr	126.00
c) Construction Superintendent	Hr	116.00
d) Construction Manager	Hr	101.00
e) System Specialist III.....	Hr	145.00
f) System Specialist II	Hr	110.00
g) System Specialist I.....	Hr	101.00
h) System Technician.....	Hr	87.00
i) Field Engineer/Scientist/Environmental Specialist.....	Hr	105.00
j) Certified Technician	Hr	80.00
k) Senior Engineering Technician.....	Hr	76.00
l) Engineering Technician II	Hr	68.00
m) Engineering Technician I.....	Hr	58.00
 III. SUPPORT STAFF		
a) Senior CAD Designer	Hr	121.00
b) CAD Designer III	Hr	113.00
c) CAD Designer II.....	Hr	100.00
d) CAD Designer I.....	Hr	76.00
e) Technical Assistant.....	Hr	71.00
f) Clerical/Word Processing	Hr	71.00
 IV. SURVEYING		
a) Senior Professional Land Surveyor	Hr	162.00
b) Professional Land Surveyor.....	Hr	143.00
c) Survey Project Coordinator	Hr.	122.00
d) Survey Party Chief.....	Hr	110.00
d) Survey Party Chief I.....	Hr	84.00
e) Survey Technician II	Hr	68.00
f) Survey Technician I.....	Hr	56.00
g) Survey Party - 1 Person/GPS or Robotic	Hr	163.00
h) Survey Party - 2 Person/GPS or Robotic	Hr	210.00
i) Survey Party – 2 Person Unmanned Aircraft.....	Day	2,205.00
 V. GENERAL EXPENSES		
a) Automobile Transportation.....	Mi.	0.79
b) Subcontract Service or Rental		Cost+15%
c) Report Preparation (outside services)		Cost+15%
d) Outside Services (e.g., delivery, prints, document scanning, etc.)		Cost+15%
e) Per Diem (food and lodging)	Day	150.00
f) Per Diem (no lodging)	Day	40.00
g) Transportation by Commercial Carrier or Rental Car		Cost+15%
h) Travel Expense		Cost+15%

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

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective September 1, 2020)**

VI. TESTING AND EQUIPMENT RENTAL FEES	Unit	U.S. \$
a) pH, Specific Conductance and Temperature Meter	Day	125.00
b) Peristaltic Filter Pump	Day	50.00
c) Electric Purge Pump	Day	47.00
d) Grundfos Pump Control Box	Day	116.00
e) Water Level Indicator (100ft)	Day	40.00
f) Water Level Indicator (100ft plus)	Day	65.00
g) Filter and Hose (for pump)	Ea	23.00
h) Micropurge Flow Cell and Sonde	Day	137.00
i) Modified Level "D" (Tyveks, Boots, Gloves)/per person/per change of clothing	Ea	56.00
j) Photoionization Detector Meter	Day	130.00
k) Nuclear Density Gauge	Day	74.00
Nuclear Density Gauge	Wk	315.00
l) Air Sampling Equipment, per pump	Day	56.00
m) Hand Operated Field Probe Equipment	Day	32.00
n) Explosimeter	Day	37.00
o) Gas Analyzer	Day	200.00
p) Flame Ionization Detector	Day	278.00
q) Interface Probe	Day	65.00
r) ATV	Day	56.00
s) Company Truck	Day	100.00
Company Truck (does not include fuel or mileage)	Wk	473.00
t) Hand-Held Field GPS/G15	Day	166.00
Hand-Held Field GPS (Trimble)	Day	85.00
u) Laser Level	Day	83.00
v) Spatial Imaging Laser Canner – Republic Only		
w) Ground Penetrating Radar	Day	263.00
x) Geonics EM-61	Day	551.00
y) Survey Grade GPS Unit	Day	378.00
z) Electric Generator	Day	75.00
aa) Slug Test Equipment	Day	221.00
bb) All Weather Key Alike Locks	Ea	21.00
cc) Equipment Trailer	Day	83.00
dd) Fluk Meter/Volt Meter/Loop Calibrator	Day	132.00
ee) Four Gas Meter	Day	21.00
ff) Dip Sampler	Day	20.00
gg) Air Compressor/Controller Box	Day	150.00
hh) 12 Volt Marine Battery	Day	25.00
ii) Turbidimeter	Day	40.00
jj) Manometer	Day	40.00
kk) Velocicalc Meter	Day	50.00

UNIT PRICE NOTES:

- 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.
- 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.
- 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.
- Litigation Support, Expert Witness, Deposition and testimony services will be charged at 1.5 times the designated billing rate.

GENERAL EXPENSE NOTES:

- Rates quoted are for expenses only, equipment purchased on the client's behalf is marked up 25%.
- Personnel rates are billed separately from general expenses.
- Standard non-disposable protective outer-wear or equipment damaged or contaminated by site conditions are billed at replacement cost plus 30%.
- General expense mark-ups may be negotiated based upon contract size and payment terms.
- 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.
- 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.

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

Exhibit C
Work Authorization Affidavit

NOTICE TO VENDORS
Section 285.525 – 285.550 RSMo Effective January 1, 2009

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

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

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

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

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

County of _____)
State of _____) ss.

My name is Michele Clark. I am an authorized agent of Weaver Consultants Group, LLC (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.

Michele Clark
Affiant

Michele Clark
Printed Name

Subscribed and sworn to before me this 5 day of April, 2022.

KELLY SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 6/17/2024
Commission #12345214

Kelly Smith
Notary Public