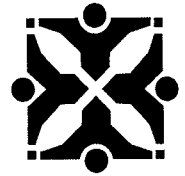


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 166-14

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: September 2, 2014

Re: Professional Engineering Services Agreement for the Clark Lane West and Hinkson Creek Trail Connector Project

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: Maps

Executive Summary

Authorizing the City Manager to execute a professional engineering services agreement with CDG Engineers, Inc for design services related to the Clark Lane West and Hinkson Creek Trail Connector project. Tasks include design engineering of approximately 5,000 lineal feet of pedway, trail and shoulder improvements along Clark Lane from Paris Road to the east side of the Highway 63 Connector, and south along Hinkson Creek from Clark Lane to south of I-70. The consultant was selected through a competitive process that met city, state and federal requirements.

Discussion

The Clark Lane West and Hinkson Creek Trail Connector project is a GetAbout Columbia trail project that will improve access and safety for bicycles and pedestrians along the Clark Lane corridor from Paris Road to the east side of the Highway 63 Connector. In addition, the project will provide an important north-south connection beneath I-70. The scope of services for this project consists of the consultant providing surveying, engineering design and final construction plans necessary to construct the project. The preliminary construction cost estimate is \$965,000, and construction is anticipated for 2016.

Fiscal Impact

Short-Term Impact: The agreement with CDG Engineers, Inc. is for a not-to-exceed amount of \$227,448.00, and will be funded using existing GetAbout grant funds.

Long-Term Impact: The preliminary construction cost is estimated at \$965,000.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Health, Safety and Wellbeing, Infrastructure

Comprehensive Plan Impact: Infrastructure, Mobility, Connectivity, and Accessibility, Livable & Sustainable Communities

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Suggested Council Action

Authorize the City Manager to execute a professional engineering services agreement with CDG Engineers, Inc for design services related to the Clark Lane West and Hinkson Creek Trail Connector project.

Legislative History

01/23/14 – IP meeting

09/03/13 – (REP 134-13) Non-Motorized Transportation (Get About) Project Prioritization

10/25/12 – Parks & Recreation Commission presentation

10/23/12 – Environment & Energy Commission presentation

10/17/12 – Bicycle & Pedestrian Commission presentation

10/11/12 – Disabilities Commission presentation

10/01/12 – (REP 152-12) Additional Federal Grant Funding for Nonmotorized Transportation Projects

Department Approved

City Manager Approved

Introduced by _____ Council Bill No. R 166-14

A RESOLUTION

authorizing an agreement for professional engineering services with CDG Engineers, Inc. for design services for construction of pedway, trail and shoulder improvements along Clark Lane between Paris Road and the east side of the Highway 63 Connector, and south along Hinkson Creek between Clark Lane and the south side of I-70.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for professional engineering services with CDG Engineers, Inc. for design services for construction of pedway, trail and shoulder improvements along Clark Lane between Paris Road and the east side of the Highway 63 Connector, and south along Hinkson Creek between Clark Lane and the south side of I-70. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
CDG ENGINEERS, INC.**

THIS AGREEMENT made as of _____ day of _____, 2014, by and between the City of Columbia, Missouri, hereinafter called the CITY, and CDG Engineers, Inc., hereinafter called the ENGINEER.

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

IN AS MUCH as funds have been made available by the Federal Highway Administration through its Corridor Partnership Plan, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a new pedway along Clark Lane beginning at Paris Road and extending east to an existing sidewalk east of Business 63, and a pedway trail along the west bank of Hinkson Creek beginning at Clark Lane and extending south to the south side of the eastbound I-70 bridge and connecting to East Boulevard and Mehl Road. The Engineer will provide the Local Agency with professional services hereinafter detailed for the design and limited construction services of the desired improvements and the Local Agency will pay the Engineer as provided in this contract.

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated August 18, 2014.

2.1.2 The ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. The 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 the ENGINEER without the written approval of the CITY.

<u>Name and Title</u>	<u>Assignment</u>
Mark W. Birchler, P.E., RLS, CFM Principal	Principal-in-Charge
Joseph F. Mueller, P.E. Project Manager	Project Manager
Michael J. Caruso, P.E. Project Engineer	Project Engineer

All of the services required hereunder will be performed by the 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 the CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.1.3 SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Engineering Surveys & Services, Inc.	113 Fay Street Columbia, MO 65201	Surveying
TSi Engineering, Inc.	5850 Arsenal Street St. Louis, MO 63139	Geotechnical
SCI Engineering, Inc.	650 Pierce Boulevard O'Fallon, MO 62269	Wetland/Habitat
Access Engineering, LLC	11820 Tesson Ferry Road Suite 203 St. Louis, MO 63128	Pedestrian Traffic Signalization

2.1.4 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 12% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 12% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
TSi Engineering, Inc. 5850 Arsenal St. St. Louis, MO 63139	Geotechnical	\$27,800	\$27,800	11.8%
Access Engineering, LLC 11820 Tesson Ferry Rd. Suite 203 St. Louis, MO 63128	Traffic Signalization	\$17,829	\$17,829	7.6%

2.2 The ENGINEER shall furnish such periodic reports as the 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 The 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 the CITY to assure proper accounting for all project funds. These records must be available to the CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

2.4 OWNERSHIP OF DOCUMENTS

A. All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the City upon suspension, abandonment, cancellation, termination, or completion of the Engineer's services hereunder; provided, however,

1. the Engineer shall have the right to their future use with written permission of the City;
2. the Engineer shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Engineer shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. City, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which City, its Engineer or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the Public Works Director."

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Engineer

Government and Federal Agency – Local Agency

Subcontractor – Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the City without further compensation and without restriction or limitation on their use.

B. The City may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Engineer; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the City and the City shall use same at its sole

risk and expense; and (2) the City shall remove the Engineer's name, seal, endorsement, and all other indices of authorship from the deliverables.

2.5 STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

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 Attachment A.

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 Attachment A - "Scope of Basic Services," dated May 2014.

4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his 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 John Glascock, P.E., 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.

4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.

4.8 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 on December 31, 2016. 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.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

SECTION 6 - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$14,102.89, with a ceiling established for said design services in the amount of \$ 227,447.94, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$0.00, with a ceiling established for said inspection services in the amount of \$0.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount estimated at 57.055% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
3. An amount estimated at 85.157% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any

invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

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 is effective to December 31, 2014, and may be revised thereafter.

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.

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$227,447.94.**

6.2 Payments

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

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

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

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

Workers' Compensation Insurance & Employers' Liability ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to

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

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

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

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

7.1.3 **Professional Oversight Indemnification**

The 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 the CITY from any and all claims, settlements and judgments whatsoever arising out of the CITY's alleged negligence in hiring or failing to properly supervise the ENGINEER.

The insurance required by this Agreement shall include coverage which shall meet ENGINEER's obligations to indemnify the CITY as set out above and the CITY shall be named as co-insured for such insurance.

7.2 **Professional Responsibility**

7.2.1 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 the 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.

7.2.2 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.

7.3 **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, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the CITY and the President or any Vice President of the 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 his 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 SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no

other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

7.7.1 In the event of CITY's termination of the 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 the CITY become its property.

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

7.7.2 COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

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, handicap, or national origin. 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, handicap, or national origin. 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 NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

7.9.3 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, handicap, or national origin.

7.9.4 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 Contract 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 Contract Document, 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 contract 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 LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

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 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.

7.18 ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C – DBE Contract Provisions

Attachment D – Fig. 136.4.15 Conflict of Interest Disclosure Form

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

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. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. *440-8800-538.40-23, COST*

Director of Finance

CDG Engineers, Inc.

By: *Gregory E. Buehner* Principal
(Name/Title)

By: *Joseph M. Mattheis* Pres. Manager
(Name/Title)

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.

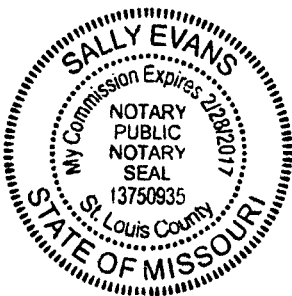
**CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

Effective 1/1/2009

County of St. Louis City)
) ss.
State of Missouri)

My name is Gregory E. Brunkhorst. I am an authorized agent of CDG Engineers, Inc. (Consultant). 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.



Gregory E Brunkhorst
Affiant

Gregory E. Brunkhorst, Principal
Printed Name

Subscribed and sworn to before me this 18th day of August, 2014.

[Signature]
Notary Public

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

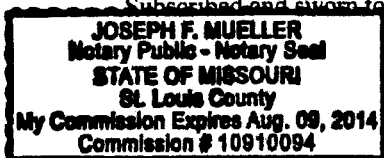
STATE OF Missouri)
) ss
COUNTY OF St. Louis City)

On the 11th day of February, 20 14, before me appeared Michael A. Augustine,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the Agent of CDG Engineers, Inc., and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Michael A. Augustine
Affiant Signature

Subscribed and sworn to before me in St. Louis, MO, the day and year first above-written.
city (or county) state



Joseph F. Mueller
Notary Public

My commission expires Aug 9, 2014

[documentation of enrollment/participation in a federal work authorization program attached]



Employment Eligibility Verification

Welcome
Karen LindquistUser ID
KLIN1023Last Login
02:43 PM - 02/11/2014 Log OutClick any  for help[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[Search Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

Company Information

Company Name: CDG Engineers, Inc

[View / Edit](#)

Company ID Number: 182851

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: One Campbell Plaza, Suite 3A

Address 2:

City: St Louis

State: MO

Zip Code: 63139

County: SAINT LOUIS CITY

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 431593696

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Federal Contractor without FAR E-Verify Clause

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL
SERVICES[View / Edit](#)

Total Hiring Sites: 2

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)



Company ID Number: 310673

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Tech Services To Go, Inc. dba TSi Engineering, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in



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conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to

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complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

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9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.



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13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are



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working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification



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responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to



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contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental

Company ID Number: 310673

MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 310673

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Tech Services To Go, Inc. dba TSi Engineering, Inc.

Denise Hervey

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/16/2011

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/16/2011

Date



Company ID Number: 310673

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Tech Services To Go, Inc. dba TSi Engineering, Inc

Company Facility Address: 1600 Genessee Street, Suite 960

Kansas City, Missouri 64102

Company Alternate
Address:

County or Parish: Jackson County

Employer Identification
Number: 431535463

North American Industry
Classification Systems
Code: 541330, 541380

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 1

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

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 310673

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

Name: **Morris E Hervey**
Telephone Number: **(816) 283.3838**
E-mail Address: **mhervey@tsi-engineering.com**

Fax Number: **(816) 283.3938**

Name: **Jean R Harris**
Telephone Number: **(816) 283.3838**
E-mail Address: **jharris@tsi-engineering.com**

Fax Number: **(816) 283.3938**

Name: **Denise B Hervey**
Telephone Number: **(816) 283.3838**
E-mail Address: **dhervey@tsi-engineering.com**

Fax Number: **(816) 283.3938**

ATTACHMENT A
SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. Conduct pre-design meeting with the Local Agency and MoDOT to determine requirements of the project;
2. Conduct topographic, property and utility surveys of Clark Lane and west bank of Hinkson Creek including stream cross sections for hydraulic analysis sufficient to prepare plans;
3. Conduct subsurface exploration and geotechnical evaluation along proposed alignment with drilling of seven (7) test holes as shown in the attachment;
4. Design engineering for concrete pedway in accordance with current ADA standards along Clark Lane from Paris Road to east of Highway 63 connector to connect to existing sidewalk which includes design of concrete jersey barrier as a bid alternate and design of pedestrian signal added to the existing traffic signals at Highway 63 connector;
5. Design of 10 foot wide trail along west bank of Hinkson Creek from Clark Lane extending south to the toe of slope on south bank of eastbound I-70. This includes design of retaining walls and railings. Also design of 5 foot wide sidewalk to connect to East Boulevard at Mehl Road as a bid alternate;
6. Conduct hydraulic analysis of Hinkson Creek with existing bridges with placement of trail placed under two or three bridges;
7. Coordinate Pedway route under Hinkson Creek Bridges with MoDOT.
8. Coordinate Bridge Load Ratings for Safety Barrier on Clark Lane Bridge with MoDOT. CDG assumes calculations for Load Ratings will be performed by MoDOT.
9. Structural calculations and layout of Safety Railings on Clark Lane Bridge to accommodate pedestrians;
10. Revise traffic signals and islands at Business 63 and north side of Clark Lane to accommodate pedestrians;

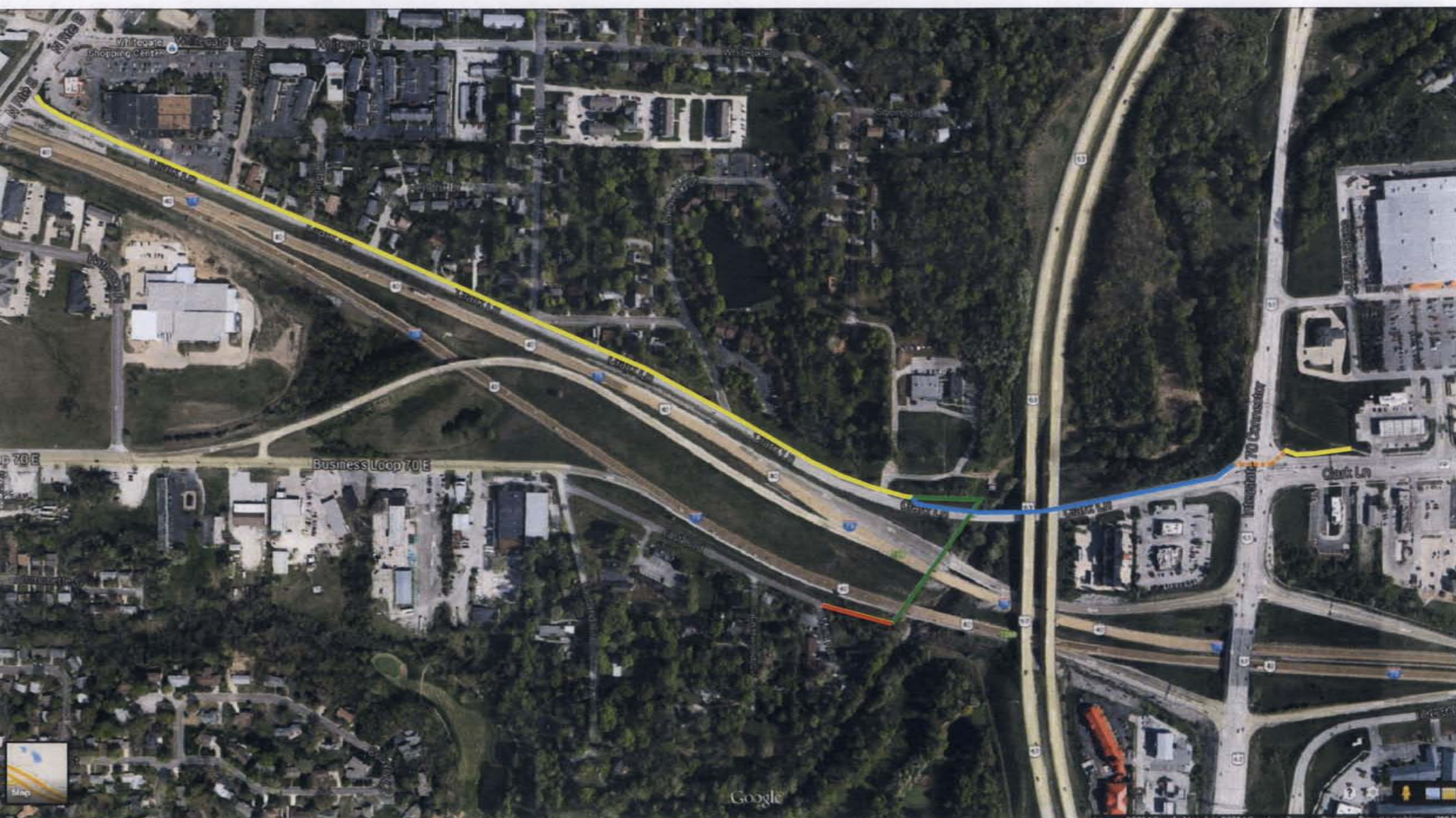
11. Attend Public Presentation;
12. Prepare preliminary plans and estimate as directed by the Local Agency based on the sidewalk alignment as defined and shown in the attachment of Clark Lane and submit four (4) sets to the Local Agency and MoDOT;
13. Submit plans to utilities and obtain concurrence;
14. Secure adequate property title information, determine right-of-way requirements, prepare necessary right-of-way plans and assist the Local Agency in acquiring the right-of-way deeds needed for the project;
15. Prepare and submit permitting documentation and ensure compliance such as Categorical Exclusions, DNR 106, USACE 404/401, Wetland Delineation, Endangered Species, Floodplain Development, Columbia Land Disturbance Permit and address DNR Water Quality and TMDL limits;
16. Provide Local Agency with five (5) sets of completed plans, specifications and cost estimates and fulfill all design requirements of the LPA Manual for the purpose of obtaining authorization from MoDOT.

B. BIDDING PHASE – The Engineer will:

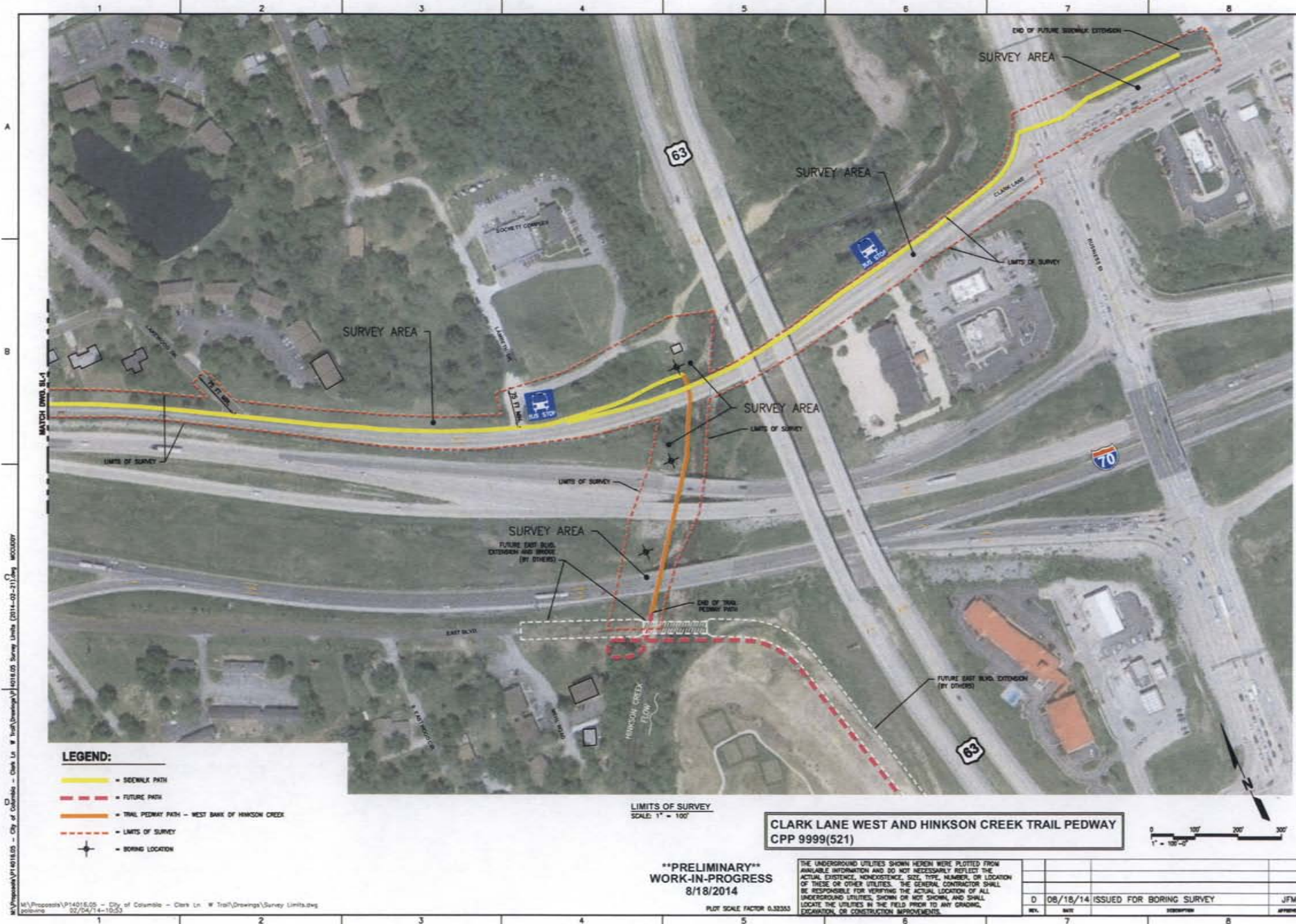
1. Answer questions during bidding; and
2. Assist Local Agency in reviewing and evaluating bid tabulation (deleted by City).

C. CONSTRUCTION PHASE – The Engineer will:

1. Shop drawing review; and
2. Answer RFI's during construction.



Clark - Hinkson Pedway Alignment



LEGEND:

- SIDEWALK PATH
- FUTURE PATH
- TRAIL PEDWAY PATH - WEST BANK OF HINKSON CREEK
- LIMITS OF SURVEY
- BORING LOCATION

LIMITS OF SURVEY
SCALE: 1" = 100'

**CLARK LANE WEST AND HINKSON CREEK TRAIL PEDWAY
CPP 9999(521)**

****PRELIMINARY**
WORK-IN-PROGRESS
8/18/2014**

THE UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SHALL LOCATE THE UTILITIES IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION IMPROVEMENTS.

REV.	DATE	DESCRIPTION	APPROVED
0	08/18/14	ISSUED FOR BORING SURVEY	JFM



DRAWN BY
K.P.
CHECKED BY
M.J.C.
SCALE ON 22"x34"
SHOWN
DATE
8/18/14

CITY OF COLUMBIA - CPP 9999(521)
CLARK LN W TRAIL
BORINGS AND SURVEY LIMITS PROPOSAL
TOPOGRAPHIC SURVEY LIMITS

PROJECT NO.
P14016.05

DRAWING NO.
SL-2

M:\Projects\9999\9999 - City of Columbia - Clark Ln W Trail\Drawings\Survey Limits.dwg 8/18/2014 10:53

ATTACHMENT B
ESTIMATE OF COST

CDG Engineers			
	Hours	Rate	Cost
I. <u>Design Phase</u>			
Principal	42	\$ 52.52	\$ 2,205.84
Project Manager	157	\$ 44.95	\$ 7,057.15
Senior Engineer	112	\$ 43.36	\$ 4,856.32
Project Engineer	814	\$ 34.80	\$ 28,327.20
Design Engineer	137	\$ 26.99	\$ 3,697.63
Technician	44	\$ 24.62	\$ 1,083.28
Administrative	53	\$ 24.41	\$ 1,293.73
Subtotal	1,359		\$ 48,521.15
Payroll Overhead (Est. at 57.055%)			\$ 27,683.74
General and Administrative Overhead (Est. at 85.157%)			\$ 41,319.16
Subtotal (CDG Labor Fee)			\$ 117,524.05
Fixed Fee (0.12 * \$117,524.05)			\$ 14,102.89
Subtotal			\$ 131,626.93
Other Direct Costs			
Travel - 5 Round Trips at 240 miles (@ \$0.56/mile)			\$ 672.00
Meals - 5 Trips at 3 Meals per Day (@ \$45/day)			\$ 225.00
Hotel - 1 Trip at 2 Rooms (@ \$100/night)			\$ 200.00
Reprographics (Prepared by City)			\$ -
Courier & Delivery			\$ 500.00
Subtotal (Other Direct Costs)			\$ 1,597.00
Subtotal (CDG Engineers)			\$ 133,223.93

Subcontract (Pass-Thru Costs)
Engineering Survey and Services (ES&S)

	Hours	Rate	Cost
II. <u>Boundary and Topographic Survey</u>			
Principal	16	\$ 69.23	\$ 1,107.68
Professional Surveyor	105	\$ 51.92	\$ 5,451.60
Engineering Technician	265	\$ 20.31	\$ 5,382.15
CAD Designer	140	\$ 27.09	\$ 3,792.60
Subtotal	526		\$ 15,734.03
Overhead (Est. at 110%)			\$ 17,307.43
Subtotal (ES&S Labor Fee)			\$ 33,041.46
Fixed Fee (0.148 * \$33,041.46)			\$ 4,890.14
Subtotal			\$ 37,931.60
Other Direct Costs			
GPS/Total Station			\$ 3,250.00
Computer Time			\$ 650.00
Printing, Postage, Misc.			\$ 1,463.40
Subtotal (Other Direct Costs)			\$ 5,363.40
Subtotal (ES&S)			\$ 43,295.00

Subcontract (Pass-Thru Costs) continued
TSi Engineering, Inc.

	Hours	Rate	Cost
III. <u>Geotechnical Survey</u>			
Group Manager	1	\$ 65.00	\$ 65.00
Group Manager	2	\$ 66.50	\$ 133.00
Engineer VI	24.5	\$ 58.00	\$ 1,421.00
Engineer II	45	\$ 29.00	\$ 1,305.00
Engineer Tech.	46.5	\$ 25.00	\$ 1,162.50
Clerical	4	\$ 15.00	\$ 60.00
Subtotal	123		\$ 4,146.50
Payroll Overhead (Est. at 47.44%)			\$ 1,967.10
General and Administrative Overhead (Est. at 108.59%)			\$ 4,502.68
Subtotal (TSi Labor Fee)			\$ 10,616.28
Fixed Fee (0.14 * \$10,616.28)			\$ 1,486.28
Subtotal			\$ 12,102.56
Other Direct Costs			
Travel - 542.75 x .56 IRS Rate			\$ 303.94
Laboratory Costs			\$ 1,500.00
Drilling Costs			\$ 8,293.50
Traffic Control			\$ 3,800.00
Subtotal (Other Direct Costs)			\$ 13,897.44
Subtotal (TSi Engineering)			\$ 26,000.00
Other Subcontracts (Pass-Thru Costs)			
SCI - Wetland/Endangered Species Determination			\$ 7,100.00
Access Engineering - Pedestrian Improvements			\$ 17,829.00
			\$ 24,929.00
Subtotal (Subcontracts)			\$ 94,224.00
TOTAL FEE CEILING (PE SERVICES)			\$ 227,447.94

City of Columbia
Clark Lane West & Hinkson Creek
Pedway Trail



By: MJC
 Print Date: 15-Aug-14
 Print Time: 11:04 AM

CDG Proposal No. P14016.05

Revision: 1
 Revision Date: 4-Aug-14

P14016.05 - City of Columbia - Clark Ln W Trail[P14016.05 City of Columbia - Fee-Man-hour Estimate (2014-05-02).xls]Fee Estimate

ITEM	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICIAN	ADMIN.	SUBTOTAL HOURS	SUBTOTAL \$\$\$
1 Pre-Design Phase									
CDG Project Setup		6					6	12	\$416.16
Issue Subcontracts	2	6					6	14	\$521.20
Coordination with Subs		12		2				14	\$609.00
Walk Corridor & Kickoff Project with City		8		8				16	\$638.00
Kickoff Meeting with MoDOT								0	\$0.00
MoDOT Bridge Department Meeting		5		5				10	\$398.75
CDG Coord. of Topography/ROW Survey						4		4	\$98.48
3 Preliminary Design Phase									
Project Management		32					4	36	\$1,536.04
Permitting									
Hinkson Creek Hydraulic Analysis				40				40	\$1,392.00
Categorical Exclusion Submittals									
1st Submittal	4			16			4	24	\$864.52
Address TMDL Concerns	4			12				16	\$627.68
DNR Section 106				12	4			16	\$525.56
USACE 404 Permit									
Coord w/USACE JD Waters of US	2							2	\$105.04
Obtain Nationwide Permit	1			4				5	\$191.72
MDNR 401 Permit (Nationwide)	1			4				5	\$191.72
Floodplain Dev Permit / No-Rise Cert.				8				8	\$278.40
Columbia Land Disturbance Permit (Deleted by City)								0	\$0.00
Drawings									
CAD Setup			2	8	8			18	\$581.04
Cover Sheet (1 sheet)				1		8		9	\$231.76
Survey Control (1 Sheet)				1		8		9	\$231.76
General Notes (1 sheet)				1	4			5	\$142.76
Clark Lane-Paris to Hinkson Creek									
Alignment layout	1	1		16				18	\$654.27
Plan & Profile Sheets (8 Sheets)		1		32	8			41	\$1,374.47
Cross Sections (8 Sheets)				16				16	\$556.80
Clark Lane-Hinkson to Ex Sidewalk									
Alignment layout		1		4				5	\$184.15

City of Columbia
Clark Lane West & Hinkson Creek
Pedway Trail



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ITEM	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICIAN	ADMIN.	SUBTOTAL HOURS	SUBTOTAL \$\$\$
Bridge Plan (1 Sheet)		1		4				5	\$184.15
Barrier Plans (2 Sheet)				1	4			5	\$142.76
Xing/Walk Plan & Profile (1 Sheet)				4				4	\$139.20
Cross Sections (4 Sheets)				1				1	\$34.80
Hinkson Creek									
Alignment layout	1	1		8				10	\$375.87
Plan & Profile Sheets (2 Sheets)				8	4			12	\$386.36
Cross Sections (2 Sheets)				8				8	\$278.40
Typical Pedway Sections (1 Sheet)				1	4			5	\$142.76
Detail Sheets (3 sheets)				1	16			17	\$466.64
Retaining Walls (2 sheets)				16				16	\$556.80
Railing/ Barrier Details (3 sheets)				16				16	\$556.80
Storm Sewers									
Storm Sewer Layout		1		8				9	\$323.35
Storm Water Quality BMP Layout		1		16				17	\$601.75
Driveway Approaches Layout				8				8	\$278.40
Revise Prelim Plans per City Comments									
Revise Hor. and Vert. Alignments		1		16				17	\$601.75
Revise Plan & Profile (14 Sheets)				16	8			24	\$772.72
Revise Cross Sections (14 Sheets)				12				12	\$417.60
Cost Estimate 50%		2		16				18	\$646.70
Cost Estimate 95%		2		16				18	\$646.70
QA/QC		4						4	\$179.80
Submittals									
50% Prelim Plans to City for Review		1		2				3	\$114.55
Meet with City to discuss plans		8		8				16	\$638.00
Address City Comments				8				8	\$278.40
95% Prelim Plans to City for Review		1		2				3	\$114.55
Address City Comments				4				4	\$139.20
Submit Plans to Utility Companies				2				2	\$69.60
Submit Plans to MoDOT		1		2			1	4	\$138.96
4 Right of Way Design Phase									

City of Columbia
Clark Lane West & Hinkson Creek
Pedway Trail



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P14016.05 - City of Columbia - Clark Ln W Trail[P14016.05 City of Columbia - Fee-Man-hour Estimate (2014-05-02).xls]Fee Estimate

ITEM	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICIAN	ADMIN.	SUBTOTAL HOURS	SUBTOTAL \$\$\$
Project Management		4						4	\$179.80
Right of Way Plans (6 Sheets)		1		8		16		25	\$717.27
Easement Doc Coordination (17 Parcels)		4		4				8	\$319.00
QA/QC		4						4	\$179.80
Submit ROW Plans to MoDOT		1		2			1	4	\$138.96
Public Meeting/Open House	8	8		8				24	\$1,058.16
Meeting Exhibits		1		8		8	1	18	\$544.72
5 Final Design Phase									
Project Management		16					2	18	\$768.02
Storm Sewer Design (1500 LF)									
Storm Sewer Drainage Area Map				16				16	\$556.80
Storm Sewer Calculations				24				24	\$835.20
Storm Water Quality Drainage Map				8				8	\$278.40
Storm Water Quality Calculations				16				16	\$556.80
Regulatory submittal and review				16				16	\$556.80
Utilities									
Address Utility Comments		1		24				25	\$880.15
Coordinate Potholing Utilities for Conflicts		4		4				8	\$319.00
Address Utility Conflicts				8				8	\$278.40
Coordination w/MoDOT									
Pedway route under Hinkson Cr Bridges			24					24	\$1,040.64
Bridge Load Rating (assume calc by MoDOT)								0	\$0.00
Layout/Structural Calcs for Railings	2		80					82	\$3,573.84
Prepare Final Plans									
Revise Title Sheets				1	1			2	\$61.79
Quantity Summary Sheets				40	40			80	\$2,471.60
Revise Plan and Profile (14 Sheets)		1		20				21	\$740.95
Revise Cross Section (14 Sheets)				8				8	\$278.40
Finalize Details (3 sheets)		1		1	8			10	\$295.67
Retaining Wall Profiles (2 Sheets)		1		20				21	\$740.95
Storm Sewer Profiles (6 Sheets)		1		20				21	\$740.95
Crossings and Signage (3 Sheets)				16				16	\$556.80
Traffic Control Plan (2 Sheets)				1	4			5	\$142.76
SWPPP (3 Sheets)				16				16	\$556.80

City of Columbia
Clark Lane West & Hinkson Creek
Pedway Trail



By: MJC
 Print Date: 15-Aug-14
 Print Time: 11:04 AM

CDG Proposal No. P14016.05

Revision: 1
 Revision Date: 4-Aug-14

P14016.05 - City of Columbia - Clark Ln W Trail[P14016.05 City of Columbia - Fee-Man-hour Estimate (2014-05-02).xls]Fee Estimate

ITEM	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICIAN	ADMIN.	SUBTOTAL HOURS	SUBTOTAL \$\$\$
Re-Stripping Plan of Clark Ln Brdg (1 sh)				1	8			9	\$250.72
Revise Barrier/Railing Details (3 sheets)				1	8			9	\$250.72
Specifications		2	4	40			20	66	\$2,143.54
Final Cost Estimate		2	2	16	8			28	\$949.34
QA/QC	16							16	\$840.32
Submittals									
50% Final Plans to City for Review		1		2				3	\$114.55
Meet with City to discuss comments		5		5				10	\$398.75
Address City Comments				8				8	\$278.40
95% Final PS&E to City for Review		1		2				3	\$114.55
Address City Comments				4				4	\$139.20
Submit PS&E to MoDOT		1		2			1	4	\$138.96
Address MoDOT Comments				8				8	\$278.40
Resubmit Final PS&E to MoDOT		1		2			1	4	\$138.96
Bidding Phase									
Answer RFIs during Bidding				8			2	10	\$327.22
Review Bid Tabulation (Deleted by City)								0	\$0.00
Construction Phase									
Review Shop Drawings				16			2	18	\$605.62
Answer RFIs during Construction				16			2	18	\$605.62
Hours	42	157	112	814	137	44	53	1359	
Average Hourly Rate	\$52.52	\$44.95	\$43.36	\$34.80	\$26.99	\$24.62	\$24.41		
SUBTOTAL HOURLY FEES	\$2,205.84	\$7,057.15	\$4,856.32	\$28,327.20	\$3,697.63	\$1,083.28	\$1,293.73	\$48,521	\$48,521

City of Columbia
Clark Lane West & Hinkson Creek
Pedway Trail



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P14016.05 - City of Columbia - Clark Ln W Trail[P14016.05 City of Columbia - Fee-Man-hour Estimate (2014-05-02).xls]Fee Estimate

ITEM	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICIAN	ADMIN.	SUBTOTAL HOURS	SUBTOTAL \$\$\$
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EXPENSES								SUBTOTAL	
Payroll Overhead (Est. at 57.055%)		Subtotal Payroll Overhead:						\$27,683.74	
General and Administrative Overhead (Est. at 85.157%)		Subtotal General and Administrative Overhead:						\$41,319.16	
Fixed Fee (0.12*\$117,524.05)		Subtotal Fixed Fee:						\$14,102.89	
Travel Expenses		# of Trips						Subtotal Travel Expenses:	\$1,097.00
Meals	3	meals a day @	\$45	per day	*	5	\$225.00		
Mileage (private car)	240	miles @	\$0.560	per mile	*	5	\$672.00		
Hotel	2	rooms @	\$100	per night	*	1	\$200.00		
Miscellaneous Reimbursable Expenses		Subtotal Miscellaneous Expenses:						\$500.00	
Reprographics	Presentation Boards for Public - City will Prepare if Needed								
Courier & Delivery	Delivery of Sealed Plans						\$500.00		
Sub-Consultant Fees		Subtotal Consultant Expenses:						\$94,224.00	
Engineering Surveys & Services	Topographic, Property and Right-of Way Survey Work						\$43,295.00		
Tsi Engineering, Inc.	Geotechnical services for 7 Test Holes						\$26,000.00		
SCI Engineering, Inc.	Wetland Delineation + Threatened and Endangered Species & Report						\$7,100.00		
Access Engineering	Pedestrian Traffic Crossing Engineering @ Business 63 & Clark Ln Intersection						\$17,829.00		
SUBTOTAL REIMBURSABLES								\$178,927	

FEE ESTIMATE SUMMARY			TOTAL
Fee-Hour Estimate Subtotal			\$48,521
Reimbursable Expenses Subtotal			\$178,927
FEE ESTIMATE TOTAL			\$227,448

Overhead Rate Breakdown
CDG Engineers, Inc.
December 31, 2013

	Total Per Records	Adjustments (Unallowables)	Adjusted Amount	Percent
Direct Payroll	\$2,704,783.85	\$0.00	\$2,704,783.85	
Payroll Additives				
Payroll Taxes	382,992.31	0.00	382,992.31	14.160%
Fringe Benefits	655,200.59	(2,592.00)	652,608.59	24.128%
Vacation Pay	277,228.76	0.00	277,228.76	10.250%
Sick Leave	104,690.06	0.00	104,690.06	3.871%
Holidays	125,703.57	0.00	125,703.57	4.647%
	<u>1,545,815.29</u>	<u>(2,592.00)</u>	<u>1,543,223.29</u>	<u>57.055%</u>
General & Administrative Overhead				
Advertising	7,943.75	(7,943.75)	0.00	0.000%
Public Relations	51,653.81	(51,653.81)	0.00	0.000%
Bid & Proposal Expense	40,700.64	0.00	40,700.64	1.505%
Bad Debt	17,303.79	(17,303.79)	0.00	0.000%
Contributions	7,912.99	(7,912.99)	0.00	0.000%
Data Processing	190,603.58	0.00	190,603.58	7.047%
Depreciation	115,470.97	0.00	115,470.97	4.269%
Equipment Rental/Leasing	0.00	0.00	0.00	0.000%
Insurance-Professional Liability	63,848.55	0.00	63,848.55	2.361%
Insurance-General	17,557.34	0.00	17,557.34	0.649%
Interest	13,780.09	(13,780.09)	0.00	0.000%
Professional Services	27,258.01	0.00	27,258.01	1.008%
Library	3,593.95	0.00	3,593.95	0.133%
Miscellaneous	0.00	0.00	0.00	0.000%
Office Expense	63,892.08	0.00	63,892.08	2.362%
Outside Services	48,186.08	0.00	48,186.08	1.782%
Photocopy/Blueprints	34,104.11	0.00	34,104.11	1.261%
Postage/Shipping	5,180.23	0.00	5,180.23	0.192%
Printing	336.59	0.00	336.59	0.012%
Rent	297,863.52	(120,133.81)	177,729.71	6.571%
Repairs & Maintenance	0.00	0.00	0.00	0.000%
Salaries-Other	813,059.13	0.00	813,059.13	30.060%
Salaries-Sales	541,431.73	(252,128.62)	289,303.11	10.696%
Salaries-Bonus	251,222.42	0.00	251,222.42	9.288%
Seminars/Tuition	29,314.22	0.00	29,314.22	1.084%
Membership/Dues	34,197.42	0.00	34,197.42	1.264%
Supplies	19,053.39	0.00	19,053.39	0.704%
Taxes & Licenses	27,988.80	0.00	27,988.80	1.035%
Telephone	39,254.23	0.00	39,254.23	1.451%
Travel	<u>11,469.21</u>	<u>0.00</u>	<u>11,469.21</u>	<u>0.424%</u>
Total General Overhead	<u>2,774,180.63</u>	<u>(470,856.86)</u>	<u>2,303,323.77</u>	<u>85.157%</u>
Total Overhead	4,319,995.92	(473,448.86)	3,846,547.06	142.213%



SCHEDULE OF BILLING RATES:

Billing Rates – Effective through December 31, 2014

POSITION	HOURLY BILLING RATES
Principal / Project Manager	\$131.54 - \$177.99
Project Engineer / Project Architect	\$118.39 - \$168.54
Senior Engineer / Senior Architect	\$100.43 - \$139.71
Engineer / Architect	\$ 71.10 - \$102.84
Sr. Designer / Designer	\$ 70.13 - \$116.30
Senior Technician / Technician	\$ 55.61 - \$ 62.96
Project Administration	\$ 42.92 - \$ 73.03

Other Reimbursable Expenses:

Other reimbursable expenses will be included as authorized. Receipts will be provided for items in excess of twenty-five dollars (\$25).

Travel Expenses:

- Travel expenses for airline or rental cars will be invoiced at cost. CDG Engineers will arrange travel plans economically. However, airline prices are subject to date and availability.
- Trips beyond twenty (20) miles from CDG Engineers' offices will be invoiced based on the current standard IRS rate (currently \$0.56/mile).
- Overnight lodging and meals will be invoiced at cost. Personnel will make arrangements at reasonably priced facilities relative to the region.

Miscellaneous:

- Out of house printing or additional printing requested by the client which has not been indicated in the proposal/contract will be invoiced at cost.
- Expenses for delivery services, i.e.: courier, FedEx, etc. will be invoiced at cost.
- If special equipment is needed, rental costs will be invoiced at cost.



August 14, 2014

Mr. Joe Mueller, PE
CDG ENGINEERS, ARCHITECTS, PLANNERS, INC.
One Campbell Plaza, Building A
59th & Arsenal Streets
St. Louis, Missouri 63139

**Re: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Clark Lane West and Hinkson Creek Trail Pedway
Columbia, Missouri
TSi Proposal No. SLM14023.00**

Dear Mr. Mueller:

TSi Engineering, Inc. (TSi) is pleased to submit this proposal to CDG Engineers, Architects, Planners, Inc. (CDG) to perform a subsurface exploration and geotechnical engineering evaluation for the design of the Clark Lane West and Hinkson Creek Trail Pedway, located in Columbia, Missouri.

PROJECT DESCRIPTION

The following project understanding is based on preliminary site plans and information provided by CDG during a meeting on February 5, 2014, supplemented by a revised plan provided on February 21 and subsequent discussions on April 24 and August 13. The project consists of the construction of a pedestrian trail extending along the north side of Clark Lane eastward from Paris Road (Missouri Route B) to the west bank of Hinkson Creek, located just west of the overpass structures carrying Route 63 over Clark Lane. At this point, the proposed trail will turn southward along the west bank of the creek and pass beneath three structures, one carrying an entrance ramp to I-70 from Business Route 63, and the other two the westbound and eastbound lanes of I-70. The Trail will terminate about 40 feet south of the eastbound structure, with an optional temporary extension to the west, to the end of the present East Boulevard roadway. The trail will carry primarily pedestrians and cyclists, with an occasional pick-up truck.

The general geology of the site consists of relatively shallow soil deposits over bedrock. The low-lying areas along Hinkson Creek are understood to be underlain by Mississippian age limestone of the Burlington-Keokuk formation, characterized by substantial quantities of chert, a relatively hard quartz mineral that can be difficult to drill. Published mapping indicates this formation is overlain by Pennsylvanian shales in the upper areas along Clark

Lane. The Pennsylvanian deposits at the site are likely of limited thickness and extent, with the Mississippian limestone beneath. The soils overlying the bedrock are likely loessial lean clays that cover a thin layer of residual soils, generally composed of fat clays.

SCOPE OF GEOTECHNICAL STUDY

FIELD EXPLORATION

TSi proposes to complete four borings to explore specific portions of the alignment along Clark Lane, and three borings along Hinkson Creek to supplement available data from MoDOT from the design of the three existing bridge structures over the creek. A geotechnical reconnaissance will also be conducted along the west creek bank to observe and map the exposed bedrock outcrops. The borings along Clark are located where retaining walls are anticipated to maintain the grade of the trail along the roadway, together with the extension of an existing culvert. These borings will be extended to depths of 10 to 20 feet, or to auger refusal, whichever occurs first. The three borings along Hinkson Creek will be drilled to refusal on bedrock and then will be extended below refusal using diamond-bit rock coring methods to reach to the approximate level of the trail alignment.

The drilling will be accomplished using hollow-stem auger drilling methods. A total of 130 feet of soil drilling and about 50 feet of rock coring is anticipated. Standard penetration test (ASTM D 1586) and Shelby tube (ASTM D 1587) samples will be recovered from the borings. Sampling will be accomplished at 2.5- to 5-foot intervals. A TSi engineer will be present during the field exploration to direct the field operations, classify the samples obtained from the borings, and maintain a log of the conditions encountered. Any existing pavement will be patched with premix concrete upon completion of drilling.

Clark Lane is a two-lane roadway with no shoulders. It is anticipated that the drilling along this road will require closing one lane of traffic, and the use of flaggers to control traffic through the remaining lane. In addition, a temporary, short-term closure of one lane of traffic along I-70 and then along the westbound approach ramp might be needed to access the two borings along the banks of Hinkson Creek. To accomplish this, two days of traffic control including personnel and signage have been budgeted.

LABORATORY TESTING

A laboratory test program will be performed on samples recovered from the borings to determine their engineering characteristics. Laboratory tests will include visual classification, natural moisture content, dry unit weight, Atterberg limits, grain size analyses, unconfined compression, and unconsolidated, undrained triaxial compression tests on samples of the soil.

GEOTECHNICAL REPORT

Based on our understanding of the project and on the scope of work proposed, the geotechnical study report will address the following considerations:

- Subsurface conditions including material types at the boring locations;
- Laboratory test results for soil and rock samples;
- Foundation support for conventional retaining wall and culvert structures, including the use of shallow foundations with recommendations for allowable bearing pressures and depths for the foundations;
- Foundation support for mechanically stabilized earth (MSE) walls, as well as geotechnical parameters for the design of these walls by others;
- Estimated settlement of foundations based on the general character of the supporting materials and anticipated structural loads;
- Lateral earth pressure parameters for the design of conventional retaining walls;
- Global stability analyses for conventional and MSE retaining walls. The analysis for MSE walls would be preliminary, made using assumed lengths for the reinforcement zone;
- Location and description of any deleterious materials encountered at the boring locations that could impact design or construction;
- Impact of groundwater on construction;
- Fill and backfill placement requirements; and
- Recommendations for engineering observation and testing during construction of the trail.

FEE BASIS

TSi's services will be provided on a time and expense basis in accordance with the Terms and Conditions attached. Based on the proposed scope of work and assuming no unanticipated subsurface conditions are encountered, our estimated fee for the work is \$ 26,000.00. If site conditions are encountered during exploration that warrant additional work, we will notify you

and discuss the necessary scope modification. However, the fees outlined herein will not be exceeded without your authorization. Submittal of the written report will culminate the services to be provided under this proposal.

ASSUMPTIONS/CLARIFICATIONS

In preparing this scope of services and cost estimate, TSi has made the following assumptions:

1. TSi will locate the planned borings in the field by measuring from existing site features.
2. CDG will notify and coordinate with the existing property owners to provide TSi drilling access.
3. CDG will arrange for the boring locations to be surveyed, and will provide the ground surface elevations at the borings.
4. Borings in undeveloped areas will be backfilled with auger cuttings, and excess cuttings will be mounded up over the hole to allow for future settlement. Borings in areas of public access will be backfilled with sand. Borings drilled in pavement areas will be patched with bagged premix concrete.
5. CDG will provide any information they have available regarding the location of underground utilities. TSi will contact the state-wide one-call utility clearance organization, but cannot accept responsibility for unknown or mislocated utilities.

SCHEDULE OF WORK PERFORMANCE

Under present scheduling, TSi could begin the field exploration within 3 weeks of receiving written authorization to proceed. We anticipate that the field exploration will take 3 to 4 days to complete. A written report of our findings will be issued within approximately 3 weeks after the completion of the field work. Verbal recommendations can be provided as soon as data is available and analyses are complete.

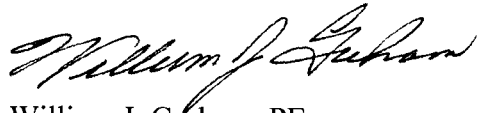
PROJECT LIMITATIONS

TSi will perform only those services outlined herein. CDG and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended. Soil samples obtained for the geotechnical study will be retained in TSi's laboratory for 60 days after submittal of our study report, and then will be discarded. If this is not acceptable to CDG, please contact TSi to make other arrangements.

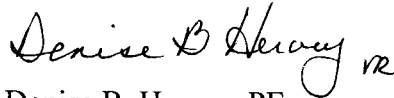
Mr. Joe Mueller, PE
CDG ENGINEERS, ARCHITECTS, PLANNERS, INC.
Page 5

If this proposal and the accompanying Terms and Conditions are acceptable to you, please sign in the space provided below and return one copy to us. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Respectfully submitted,
TSI ENGINEERING, INC.



William J. Graham, PE
Senior Project Manager



Denise B. Hervey, PE
Principal

Attachment: Terms and Conditions
Detailed Cost Estimate

Accepted by: _____
Printed Name Title

Signature Date



TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are made a part of the agreement for the TSi Engineering, Inc. (Engineer) services, as described in a separate proposal to the Client:

AMENDMENTS

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the proposal.

- When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the proposal) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Client.
- When "Time and Materials" is utilized, it shall be computed by a multiplier factor times salary cost plus reimbursable expenses.
 - The "Salary Costs" means the direct labor and wages paid to all engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, Workmen's Compensation, incentive and holiday pay applicable thereto.
 - "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.
 - The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly invoices for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the date of the Engineer's invoice.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days, a service charge of 1.5 % per month will be added to the Client's invoice. This is an annual rate of 18 %.

WAIVER OF SUBROGATION

To the extent damages are covered by property insurance during construction, Client and Engineer waive all rights against each other and against the Owner, Client, Engineer, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Engineer Client, or Owner, as appropriate, shall require of the Contractor, other consultants, subcontractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Engineer's liability to Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to,



LIMITATION OF LIABILITY, Continued

claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Client or the Owner and for which legal liability may be found to rest upon Engineer, so that the total aggregate liability of the Engineer to Client shall not exceed \$50,000.00, or Engineer's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that Client will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

TERMINATION

Either party may terminate this agreement upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of salary cost times a multiplier of 2.55 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of these services with respect to the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting there from. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

ESTIMATES OF COST FOR CONSTRUCTION PROJECTS

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

Geotechnical Study Cost Estimate 2014

Proposal No.: SLM14023.00 Date: 8/14/2014 p. 1 of 2
 Project Name: Clark Lane & Hinkson Creek Trail - Revised scope By: WJG
 No. Borings: 7 borings; 1 to 10', 3 to 20', 3 to 20' and core 15-18 ft of rock : 130 ft of soil, 50 ft of rock core

PLANNING/START UP	Principal	Grp. Mgr.	Engr. VI	Engr. II	Eng I/Tech	Clerical	Fee
		1	8			1	\$0.00

FIELD INVESTIGATION

Engineering

Meetings - Scope, Various			4	4			
Review Info and Utilities				4			
Site Visit and Boring Location				8			
Drilling Supervision/Observation			1	2	36		
Mileage 542.75 @ 0.56						Subtotal	\$303.94

Unit Drilling Prices

Drill Rig and Crew, Detailed estimate on Sheet 2							\$8,293.50
City Permit (Verify Cost) @ \$150.00 each							\$0.00
MoDNR Piezo Permit @ \$135.00 each							\$0.00
Piezo/Well protector @ \$168.00 each for stick up							\$0.00
Piezo/Well protector @ \$300.00 each for flush mount							\$0.00
Per Diem @ \$120.00 per day							\$0.00
Safety Cones and Signage 2 @ \$300.00 per day							\$600.00
Traffic Control : Per MoDOT 2 @ \$1,600.00 day							\$3,200.00
Subtotal Drill + Markup 0%							\$12,093.50

LABORATORY TESTING

Supervision

			1	2			
Classification 40 @ \$5.00							\$200.00
Moisture Content 40 @ \$4.50							\$180.00
Penetrometer @ \$4.00							\$0.00
Extrusion 6 @ \$15.00							\$90.00
Unit Weight 6 @ \$25.00							\$150.00
Unconfined Compression 3 @ \$55.00							\$165.00
Atterberg Limits 3 @ \$70.00							\$210.00
Sieve (no hydrometer) @ \$70.00							\$0.00
UU Triaxial 3.5xactual # 3 @ \$110.00							\$330.00
Hydrometer @ \$70.00							\$0.00
Rock - Unconfined Compr. @ \$65.00							\$0.00
Core Photos 5 @ \$35.00							\$175.00
Subtotal/Lab:							\$1,500.00

ANALYSIS AND REPORT PREPARATION

Report Documents

Vicinity Map					0.5	
Site and Boring Location Plan				1	3	
Boring Logs			0.5	1	4	
Subsurface Profiles (gINT) 2 sets			0.5	1	3	
Tables						

Analysis

Review MoDOT Bridge Data			2	4		
Shallow Foundations			0.5	3		
Global Stability of Walls			1	3		
Lateral Earth Pressures						
Construction Considerations			1	2		
Meetings			1	2		
Other						

Report Preparation

Manhours	1	1	4	8		3
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GEOTECHNICAL STUDY TOTAL

Manhour Total	1	2	24.5	45	46.5	4
Hourly Fee	\$65.00	\$66.50	\$58.00	\$29.00	\$25.00	\$15.00
Labor Fee	\$65.00	\$133.00	\$1,421.00	\$1,305.00	\$1,162.50	\$60.00
Subtotal Engr. Cost						\$4,146.50
Labor _ Overhead @ FAR 1.5603						\$6,469.78
Profit @ 14%						\$1,486.28
PROJECT TOTAL:						\$26,000.00

TSi ENGINEERING, INC.
Clark Lane & Hinkson Creek Trail - Revised scope
SLM14023.00

2014 PRICING

TASK	QUANTITY	COST		std EXTENSION
Mob/Demob, Local, within 60 miles one-way of TSi Office		@	\$350.00 Lump Sum	\$0.00
Mob/Demob, Local, within 60 miles one-way of TSi OfficeATV Rig		@	\$500.00 Lump Sum	\$0.00
Mob/Demob, long dist. Each way, beyond 60 miles	220	@	\$4.75 / mile	\$1,045.00
Daily Rig Usage Charge.....ATV		@	\$600.00 / day	\$0.00
Daily Truck Usage Charge.....Support Truck	3	@	\$95.00 / day	\$285.00
Little Beaver Auger Rig		@	\$125.00 / day	\$0.00
2-person Drill Crew		@	\$180.00 / hour	\$0.00
Per Diem	10	@	\$120.00 / day	\$1,200.00
Concrete coring		@	\$14.75 / inch	\$0.00
Asphalt coring	24	@	\$9.00 / inch	\$216.00
Coring Machine and Generator		@	\$125.00 / day	\$0.00
Continuous Flight Augering 0 to 50'		@	\$7.50 / feet	\$0.00
Continuous Flight Augering 51 to 100'		@	\$8.50 / feet	\$0.00
Hollow Stem Augering (HSA).... 0 to 50'	130	@	\$11.00 / feet	\$1,430.00
Hollow Stem Augering (HSA)....51 to 100'		@	\$13.00 / feet	\$0.00
Hollow Stem Augering (HSA)....below 100'		@	\$16.50 / feet	\$0.00
Hard Drilling, Fill, rubble, etc		@	\$16.50 / feet	\$0.00
Setup to mud rotary or core	3	@	\$120.00 / each	\$360.00
Mud Rotary.....0 to 50'		@	\$13.00 / feet	\$0.00
Mud Rotary.....51 to 100'		@	\$15.00 / feet	\$0.00
Mud Rotary, bedrock		@	\$18.50 / feet	\$0.00
Split Spoon Sample (SS).....0 to 50'	34	@	\$12.00 each	\$408.00
Split Spoon Sample (SS).....51 to 75'		@	\$21.00 each	\$0.00
Split Spoon Sample (SS).....76 to 100'		@	\$39.00 each	\$0.00
Split Spoon Sample (SS).....below 100'		@	\$43.00 each	\$0.00
Shelby Tube Sample (ST).....0 to 50'	6	@	\$27.00 each	\$162.00
Shelby Tube Sample (ST).....51' to 75'		@	\$38.00 each	\$0.00
Shelby Tube Sample (ST).....76' to 100'		@	\$45.00 each	\$0.00
Shelby Tube Sample (ST).....below 100'		@	\$48.00 each	\$0.00
Setup on borings 10' or less	1	@	\$25.00 each	\$25.00
Asphalt repair, remove cuttings	4	@	\$45.00 each	\$180.00
Rock Coring.....0 to 50'	50	@	\$35.00 / feet	\$1,750.00
Rock Coring.....51 to 100'		@	\$46.50 / feet	\$0.00
Rock Coring.....below 100'		@	\$48.00 / feet	\$0.00
Core Boxes	5	@	\$12.50 / each	\$62.50
Standby, Haul Water, Access	5	@	\$180.00 / hour	\$900.00
Grout borings		@	\$7.00 / hour	\$0.00
Piezometer Installation		@	\$180.00 / hour	\$0.00
2" PVC SCREEN		@	\$5.25 / feet	\$0.00
2" PVC Riser		@	\$7.75 / feet	\$0.00
Flush mount and lock		@	\$300.00 each	\$0.00
Bumper post - 5 feet long, steel		@	\$104.50 each	\$0.00
Bentonite Chips		@	\$17.75 / bag	\$0.00
Filter Sand	20	@	\$13.50 / bag	\$270.00
Ready Mix		@	\$8.25 / bag	\$0.00
Packer Test Equipment		@	\$210.00 / day	\$0.00
Local Travel		@	\$1.35 / mile	\$0.00
2" Centrifugal Trash Pump		@	\$40.00 / day	\$0.00
Chainsaw Rental		@	\$65.00 / day	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$8,293.50

ATTACHMENT B

ESTIMATE OF COST

GEOTECHNICAL INVESTIGATION

	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
Principal	1	65.00	65.00
Group Manager	2	66.50	133.00
Engineer VI	24.5	58.00	1,421.00
Engineer II	45	29.00	1,305.00
Engineer I	46.5	25.00	1,162.50
Clerical	4	15.00	60.00
 SUBTOTAL	 123	 	 4,146.50
 <i>Payroll Overhead (Est. at <u>47.44</u> % X SUBTOTAL))</i>			 <u>1,967.10</u>
<i>General and Admin. Overhead (Est. at <u>108.59</u> % X SUBTOTAL))</i>			<u>4,502.68</u>
TOTAL LABOR & OVERHEAD			<u>10,616.28</u>
<i>Fixed Fee(Percent X TOTAL LABOR & OVERHEAD)</i>			<u>1,486.28</u>
TOTAL LABOR, OVERHEAD & FIXED FEE			<u>12,102.56</u>
<i>Other Direct Costs</i>			
Travel, ___ trips @ <u>542.75</u> miles X <u>0.56</u> IRS Rate			<u>303.94</u>
Laboratory Cost			<u>1,500.00</u>
Drilling Cost			<u>8,293.50</u>
 <i>Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))</i>			
Traffic Control	<u>3,200.00</u>	<u>600.00</u>	<u>3,800.00</u>
Borings	<u> </u>	<u> </u>	<u> </u>
Archaeological Study	<u> </u>	<u> </u>	<u> </u>
 SUBTOTAL DIRECT COSTS	 <u> </u>	 <u> </u>	 <u> </u>
 TOTAL FOR DESIGN PHASE			 <u>26,000.00</u>

Geotechnical Study Cost Estimate 2014

Proposal No.: SLM14023.00 Date: 8/14/2014 p. 1 of 2
 Project Name: Clark Lane & Hinkson Creek Trail - Revised scope By: WJG
 No. Borings: 7 borings; 1 to 10', 3 to 20', 3 to 20' and core 15-18 ft of rock : 130 ft of soil, 50 ft of rock core

PLANNING/START UP	Principal	Grp. Mgr.	Engr. VI	Engr. II	Eng I/Tech	Clerical	Fee
		1	8			1	\$0.00

FIELD INVESTIGATION

Engineering

Meetings - Scope, Various			4	4			
Review Info and Utilities				4			
Site Visit and Boring Location				8			
Drilling Supervision/Observation			1	2	36		
Mileage 542.75 @ 0.56						Subtotal	\$303.94

Unit Drilling Prices

Drill Rig and Crew, Detailed estimate on Sheet 2							\$8,293.50
City Permit (Verify Cost) @ \$150.00 each							\$0.00
MoDNR Piezo Permit @ \$135.00 each							\$0.00
Piezo/Well protector @ \$168.00 each for stick up							\$0.00
Piezo/Well protector @ \$300.00 each for flush mount							\$0.00
Per Diem @ \$120.00 per day							\$0.00
Safety Cones and Signage 2 @ \$300.00 per day							\$600.00
Traffic Control : Per MoDOT 2 @ \$1,600.00 day							\$3,200.00
						Subtotal Drill + Markup 0%	\$12,093.50

LABORATORY TESTING

Supervision

			1	2		
Classification 40 @ \$5.00						\$200.00
Moisture Content 40 @ \$4.50						\$180.00
Penetrometer @ \$4.00						\$0.00
Extrusion 6 @ \$15.00						\$90.00
Unit Weight 6 @ \$25.00						\$150.00
Unconfined Compression 3 @ \$55.00						\$165.00
Atterberg Limits 3 @ \$70.00						\$210.00
Sieve (no hydrometer) @ \$70.00						\$0.00
UU Triaxial 3.5xactual # 3 @ \$110.00						\$330.00
Hydrometer @ \$70.00						\$0.00
Rock - Unconfined Compr. @ \$65.00						\$0.00
Core Photos 5 @ \$35.00						\$175.00
					Subtotal/Lab:	\$1,500.00

ANALYSIS AND REPORT PREPARATION

Report Documents

Vicinity Map					0.5	
Site and Boring Location Plan				1	3	
Boring Logs			0.5	1	4	
Subsurface Profiles (gINT) 2 sets			0.5	1	3	
Tables						

Analysis

Review MoDOT Bridge Data			2	4		
Shallow Foundations			0.5	3		
Global Stability of Walls			1	3		
Lateral Earth Pressures						
Construction Considerations			1	2		
Meetings			1	2		
Other						

Report Preparation

Manhours	1	1	4	8		3
----------	---	---	---	---	--	---

GEOTECHNICAL STUDY TOTAL

Manhour Total	1	2	24.5	45	46.5	4
Hourly Fee	\$65.00	\$66.50	\$58.00	\$29.00	\$25.00	\$15.00
Labor Fee	\$65.00	\$133.00	\$1,421.00	\$1,305.00	\$1,162.50	\$60.00
					Subtotal Engr. Cost	\$4,146.50
				Labor _ Overhead @ FAR	1.5603	\$6,469.78
				Profit @	14%	\$1,486.28
					PROJECT TOTAL:	\$26,000.00

TSi ENGINEERING, INC.
Clark Lane & Hinkson Creek Trail - Revised scope
SLM14023.00

2014 PRICING

TASK	QUANTITY	COST		std EXTENSION
Mob/Demob, Local, within 60 miles one-way of TSi Office		@	\$350.00 Lump Sum	\$0.00
Mob/Demob, Local, within 60 miles one-way of TSi Office ATV Rig		@	\$500.00 Lump Sum	\$0.00
Mob/Demob, long dist. Each way, beyond 60 miles	220	@	\$4.75 / mile	\$1,045.00
Daily Rig Usage Charge.....ATV		@	\$600.00 / day	\$0.00
Daily Truck Usage Charge.....Support Truck	3	@	\$95.00 / day	\$285.00
Little Beaver Auger Rig		@	\$125.00 / day	\$0.00
2-person Drill Crew		@	\$180.00 / hour	\$0.00
Per Diem	10	@	\$120.00 / day	\$1,200.00
Concrete coring		@	\$14.75 / inch	\$0.00
Asphalt coring	24	@	\$9.00 / inch	\$216.00
Coring Machine and Generator		@	\$125.00 / day	\$0.00
Continuous Flight Augering 0 to 50'		@	\$7.50 / feet	\$0.00
Continuous Flight Augering 51 to 100'		@	\$8.50 / feet	\$0.00
Hollow Stem Augering (HSA).... 0 to 50'	130	@	\$11.00 / feet	\$1,430.00
Hollow Stem Augering (HSA).... 51 to 100'		@	\$13.00 / feet	\$0.00
Hollow Stem Augering (HSA)....below 100'		@	\$16.50 / feet	\$0.00
Hard Drilling, Fill, rubble, etc		@	\$16.50 / feet	\$0.00
Setup to mud rotary or core	3	@	\$120.00 / each	\$360.00
Mud Rotary..... 0 to 50'		@	\$13.00 / feet	\$0.00
Mud Rotary..... 51 to 100'		@	\$15.00 / feet	\$0.00
Mud Rotary, bedrock		@	\$18.50 / feet	\$0.00
Split Spoon Sample (SS)..... 0 to 50'	34	@	\$12.00 each	\$408.00
Split Spoon Sample (SS)..... 51 to 75'		@	\$21.00 each	\$0.00
Split Spoon Sample (SS)..... 76 to 100'		@	\$39.00 each	\$0.00
Split Spoon Sample (SS).....below 100'		@	\$43.00 each	\$0.00
Shelby Tube Sample (ST)..... 0 to 50'	6	@	\$27.00 each	\$162.00
Shelby Tube Sample (ST)..... 51' to 75'		@	\$38.00 each	\$0.00
Shelby Tube Sample (ST)..... 76' to 100'		@	\$45.00 each	\$0.00
Shelby Tube Sample (ST).....below 100'		@	\$48.00 each	\$0.00
Setup on borings 10' or less	1	@	\$25.00 each	\$25.00
Asphalt repair, remove cuttings	4	@	\$45.00 each	\$180.00
Rock Coring..... 0 to 50'	50	@	\$35.00 / feet	\$1,750.00
Rock Coring..... 51 to 100'		@	\$46.50 / feet	\$0.00
Rock Coring.....below 100'		@	\$48.00 / feet	\$0.00
Core Boxes	5	@	\$12.50 / each	\$62.50
Standby, Haul Water, Access	5	@	\$180.00 / hour	\$900.00
Grout borings		@	\$7.00 / hour	\$0.00
Piezometer Installation		@	\$180.00 / hour	\$0.00
2" PVC SCREEN		@	\$5.25 / feet	\$0.00
2" PVC Riser		@	\$7.75 / feet	\$0.00
Flush mount and lock		@	\$300.00 each	\$0.00
Bumper post - 5 feet long, steel		@	\$104.50 each	\$0.00
Bentonite Chips		@	\$17.75 / bag	\$0.00
Filter Sand	20	@	\$13.50 / bag	\$270.00
Ready Mix		@	\$8.25 / bag	\$0.00
Packer Test Equipment		@	\$210.00 / day	\$0.00
Local Travel		@	\$1.35 / mile	\$0.00
2" Centrifugal Trash Pump		@	\$40.00 / day	\$0.00
Chainsaw Rental		@	\$65.00 / day	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$8,293.50

ATTACHMENT C
(See Attached FAR Overhead Rate Schedule)

OVERHEAD RATE BREAKDOWN
FOR YEAR 20____

DIRECT LABOR BASE	\$_____	
PAYROLL ADDITIVES (list individual components)		% DIRECT LABOR
	\$_____	_____ %
	\$_____	_____ %
	\$_____	_____ %
	\$_____	_____ %
<i>Total Payroll Additives</i>	\$_____	_____ %
 GENERAL AND ADMINISTRATIVE OVERHEAD (list individual components)		
	\$_____	_____ %
	\$_____	_____ %
	\$_____	_____ %
<i>Total General and Administrative Overhead</i>	\$_____	_____ %
 TOTAL OVERHEAD	\$_____	_____ %
 Less Unallowable Items (itemize)	\$_____	_____ %
 <i>TOTAL ALLOWABLE OVERHEAD</i>		_____ %

*** Overhead percentages should be taken out to 2 decimal places**

TSi Engineering, Inc.
Schedule of Overhead Calculations
(Rates for Entities Using FAR)
For the Period Ending: December 31, 2013

DESCRIPTION	ANNUAL COST	Adjustments (Unallowable)	Adjusted Amount	% Of Direct Labor
<u>Direct Labor</u>	<u>\$ 1,276,820</u>			
<u>Salary Related Expenses (Payroll) Overhead</u>				
Payroll Taxes	\$ 179,134		179,134	14.03%
Bonuses	\$ -		-	0.00%
Workmen's Compensation	\$ 20,898		20,898	1.64%
Paid Time Off: Holidays/PTO/EIT	\$ 144,423		144,423	11.31%
Employee Benefits	\$ 248,579		248,579	19.47%
Retirement Benefits - 401K	\$ 12,635		12,635	0.99%
TOTAL SALARY RELATED OVERHEAD	<u>\$ 605,669</u>	<u>\$ -</u>	<u>\$ 605,669</u>	<u>47.44%</u>
<u>General & Administration Overhead (G&A)</u>				
Corporate Federal Income Taxes	\$ 3,306	3,306	-	0.00%
State & Local Income Tax Expense	\$ 208		208	0.02%
Local Property Tax Expense	\$ 5,304		5,304	0.42%
Missouri Sales and Use Taxes	\$ 1,975		1,975	0.15%
Motor Fuel Tax	\$ 168		168	0.01%
Other Taxes	\$ 577		577	0.05%
Administrative Salaries	\$ 504,243		504,243	39.49%
Marketing Salaries	\$ 126,591		126,591	9.91%
Rent Expenses	\$ 137,352	18,253	119,098	9.33%
Vehicle Operations	\$ 126,837	4,581	122,256	9.58%
Office Expense	\$ 31,850		31,850	2.49%
Office Supplies	\$ 198,601		198,601	15.55%
Outside Services	\$ 71,312		71,312	5.59%
Business Insurance	\$ 28,691		28,691	2.25%
Fees, Dues & Licenses	\$ 34,405	1,111	33,294	2.61%
Depreciation Expense	\$ 89,928		89,928	7.04%
Other	\$ 133,625	88,406	45,219	3.54%
TOTAL GENERAL AND ADMINISTRATIVE OVERHEAD	<u>\$ 1,494,973</u>	<u>\$ 115,658</u>	<u>\$ 1,379,315</u>	<u>108.03%</u>
Subtotal before FCCM	<u>\$ 2,100,642</u>	<u>\$ 115,658</u>	<u>\$ 1,984,984</u>	<u>155.46%</u>
Facilities Cost of Capital	\$ 7,257		7,257	0.57%
TOTAL OVERHEAD	<u>\$ 2,107,899</u>	<u>\$ 115,658</u>	<u>\$ 1,992,242</u>	<u>156.03%</u>

The following expenses are deducted and are not included in the above: All meals and food items, charitable contributions, political contributions, gifts, miscellaneous expenses, uncollected debts, interest expenses, bank charges, entertainment, and marketing and advertising expenses. Rent paid to Brooks-Hervey is unallowable.

Contractor Cost Certification
Certification of Final Indirect Costs

Firm Name: TSi Engineering, Inc.

Indirect Cost Rate Proposal (overhead rate %): 156.03%

Date of Proposal Preparation (mm/dd/yyyy): 05/22/2014

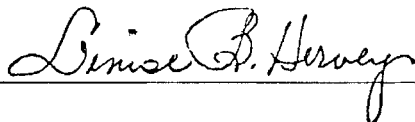
Fiscal Period Covered (mm/dd/yyyy) to mm/dd/yyyy): 01/01/2013 to 12/31/2013

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership organization and indirect cost rates have been disclosed.

Signature:



Name of Certifying Official (Print): Denise B. Hervey

Title: Principal

Date of Certification (mm/dd/yyyy): 05/22/2014

SAFE HARBOR CERTIFICATION

Firm Name: Engineering Surveys and Services (ES&S)

Fiscal Year End: December 31, 2012

We are providing this letter to exercise the option to use the Federal Safe Harbor Rate of 110% in all Missouri Department of Transportation contracts executed after June 1, 2013.

Our firm is required to have an accounting system capable of accumulating and tracking direct labor and other direct costs by contract and segregating indirect costs. The expectation is for our firm to establish a cost history for the development of an indirect cost rate in accordance with the Federal Acquisition Regulation (FAR) based on the actual costs.

DESCRIPTION OF ACCOUNTING PROCESS AND CONTROLS:

- 1) Time and expenses entered on time sheet daily by each employee.
- 2) Time sheet data is entered into financial software by ES&S on a daily basis.
- 3) Payroll, Accounts Receivable, Accounts Payable, and General Ledger information maintained using Microsoft Dynamics GP software by ES&S.
- 4) Direct labor and direct costs along with cost history are maintained using Generally Accepted Accounting Principles (GAAP).

At such time these processes are in place, our firm shall submit a complete pre-qualification package to support a FAR complaint overhead rate and our inclusion in the Consultant Pre-qualification list for prime consultants.

ROSS KASMAN
Print Name

Ross Kasman
Office Signature

8/16/2013
Date

MEMBER
Title

573.636.3303
Telephone Number

ATTACHMENT C

DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the

execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

- D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
- 5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.
- 6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

- 7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed

percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
 - F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
 - G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
 - H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
 - I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

ATTACHMENT D

FIG. 136.4.15

CONFLICT OF INTEREST DISCLOSURE FORM FOR LPA/CONSULTANTS

Local Federal-aid Transportation Projects

Firm Name (Consultant): CDG Engineers, Inc.

Project Owner (LPA): City of Columbia, Missouri

Project Name:

Project Number:

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: John Glascock

Signature: John D. Glascock

Date: August 21, 2014

Consultant

Printed Name: Gregory E. Brunkhorst

Signature: Gregory E. Brunkhorst

Date: August 18, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Cooper Smith	
	PHONE (A/C, No, Ext): (770) 552-4225	FAX (A/C, No): (866) 550-4082
INSURED CDG Engineers, Inc. One Campbell Plaza 59th and Arsenal St. Louis MO 63139	E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company	
	INSURER B: Alterra Excess & Surplus Ins.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:**13-14**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PSB0004053	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			PSA0001606	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PSE0003091	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 4,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0002245	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	Professional Liability			MAX7PL0001001	11/1/2013	11/1/2014	Per Claim \$2,000,000
			Aggregate \$2,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Columbia is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

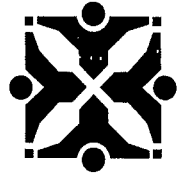
CERTIFICATE HOLDER**CANCELLATION**

City of Columbia
701 East Broadway
P.O. Box 6015
Columbia, MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bundschuh/JERRY



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps

