

Introduced by \_\_\_\_\_ Council Bill No. R 70-14

**A RESOLUTION**

authorizing a professional engineering services agreement with TranSystems Corporation for an alignment/conceptual study of three potential connections of Rollins Street to the pedway and bike lanes on Old Highway 63 and a new pedestrian bridge over Hinkson Creek.

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

SECTION 1. The City Manager is hereby authorized to execute a professional engineering services agreement with TranSystems Corporation for an alignment/conceptual study of three potential connections of Rollins Street to the pedway and bike lanes on Old Highway 63 and a new pedestrian bridge over Hinkson Creek. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

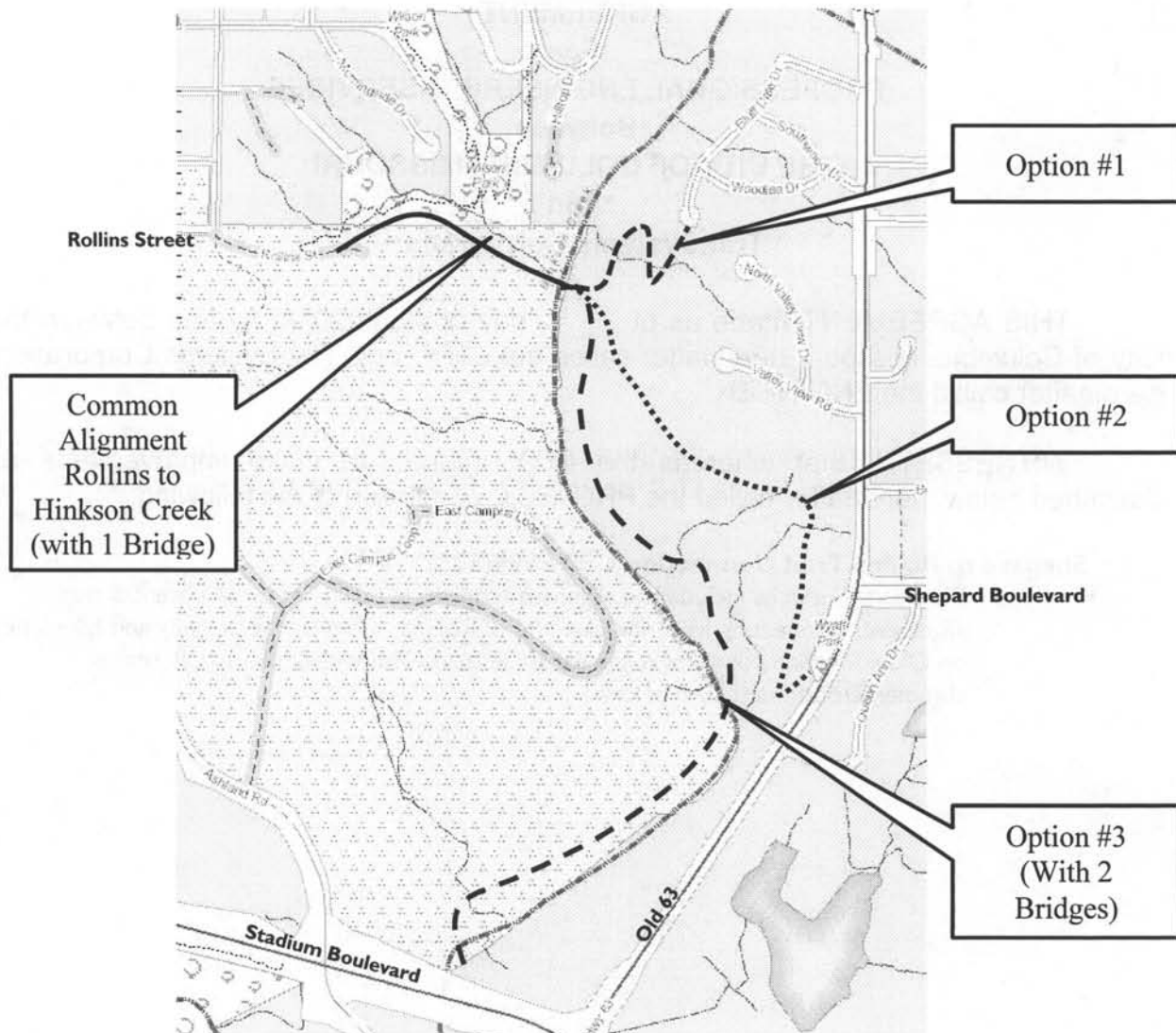
\_\_\_\_\_  
City Counselor

**AGREEMENT  
For  
PROFESSIONAL ENGINEERING SERVICES  
Between  
THE CITY OF COLUMBIA, MISSOURI  
And  
TranSystems Corporation**

THIS AGREEMENT made as of \_\_\_\_\_ day of April, 2014, by and between the City of Columbia, Missouri, hereinafter called the CITY, and TranSystems Corporation, hereinafter called the ENGINEER.

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

- I. Shepard to Rollins Trail Connection CPP 9999(523)**
  - a. **Phase A-** Services include the alignment/conceptual study of three potential trail alignments connecting from the east end of Rollins Street to the pedway and bike lanes on Old 63, which connects to similar facilities on Shepard Boulevard. Potential alignments/options shown below.



- b. **Phase B** – Survey and design of the option selected in Phase I.
  - i. Not included in this scope - To be negotiated upon completion of Phase A.

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 <sup>Exhibit</sup> Attachment A - "Scope of Basic Services," dated 04/04/2014.

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>
John Zimmermann	Project Manager

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. It is the intention of the ENGINEER to engage the following subcontractors for the purposes of:

<u>Name</u>	<u>Assignment</u>
SCI	Geotechnical Engineering
Landworks Studio	Landscape Architecture, Planning
EDSI	Surveys

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.

### 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.  
~~Exhibit~~

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 Project Related Services

Provide preparation of Conceptual Plans, Preliminary Plans, Contract Plans, and Construction Inspection. Design Services may include right-of-way plans, surveying, hydraulic studies, bridge, trail, and sidewalk design, geotechnical investigations, public involvement, environmental and historic preservation

services/permits, state and federal permits, assist with bidding process, utility coordination/permits and traffic controls including preparation of PS&E and final documents. Construction Phase: work with the contractor on behalf of the CITY, assist with preconstruction conference, perform periodic site inspection, prepare change orders, inspect construction materials, check shop drawings submitted by the contractor, conduct construction test and inspection, be present during critical construction operations, work the the CITY to do full time inspections and reporting and participate in final inspection.

#### 3.1.7 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~~ <sup>Exhibit</sup> - "Scope of Basic Services," dated 04/04/2014.

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 Cliff Jarvis, 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 approvals and permits from all governmental authorities having

jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ENGINEER data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services under this Agreement.

## SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within 180 calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

## SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment of actual costs, including typical payroll additives and general administrative overhead,

6.1.1.2 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, and incidental expenses, the actual 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 actual costs.

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 CITY shall pay ENGINEER a predetermined Fixed Fee of \$4,997.19.

6.1.3 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$51,725.58.**

## 6.2 Payments

6.2.1 The ENGINEER shall submit an invoice for services rendered to the CITY not more than once every month, including a pro-rated portion of the Fixed Fee.. Upon receipt of the invoice and progress report, the CITY will, as soon as practical, pay the ENGINEER for the services rendered.

## 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 Termination

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

7.7.1 In the event of CITY's termination of 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.

#### 7.8 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 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.

7.9.3 ENGINEER shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

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

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing.

This 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 No Waiver of Immunities

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

7.16 Entire Agreement

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

**[SIGNATURES ON FOLLOWING PAGE]**

**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.

*440-8800-528.40-23, C00572*

\_\_\_\_\_  
Director of Finance

**ENGINEER**

By: \_\_\_\_\_

*John Zimmermann*  
John Zimmermann, Asst. Vice President

By: \_\_\_\_\_

*Frank Weatherford*  
Frank Weatherford, Vice President

# ANNUAL EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF MISSOURI )  
 ) SS  
COUNTY OF JACKSON )

On this 17th day of January, 20 14, before me appeared  
Franklin L. Weatherford, personally known by me or otherwise proven to  
be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the  
statements made herein are truthful to the best of my knowledge. I am the Principal  
(title) of TranSystems (business entity) and I am duly authorized, directed or  
empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in  
connection with the contracted services 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 hereby additionally swear or affirm that the business entity is enrolled in an electronic  
verification of work program operated by the United States Department of Homeland Security (E-Verify)  
or an equivalent federal work authorization program operated by the United States Department of  
Homeland Security to verify information of newly hired employees, under the Immigration Reform and  
Control Act of 1986, and that the business entity will participate in said program with respect to any  
person hired by the business entity to perform any work in connection with the contracted services. I have  
attached hereto documentation sufficient to establish the business entity's enrollment and participation in  
the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits  
obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations  
committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and  
that I am not doing so under duress.

Frank Weatherford  
Affiant's Signature

Subscribed and sworn to before me this 17th day of January, 20 14.

Jennifer J. Sherwood  
Notary Public  
My commission expires: 9/4/15

JENNIFER J. SHERWOOD  
NOTARY PUBLIC  
NOTARY SEAL  
COMMISSION #11233386  
JACKSON COUNTY  
STATE OF MISSOURI

My commission expires: 9/4/15  
JENNIFER J. SHERWOOD  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jackson County  
My Commission Expires: September 04, 2015  
Commission Number: 11233386



Company ID Number: 16805  
Client Company ID Number: 75854

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of TranSystems Corporation (Employer) in order to confirm the employment eligibility of all newly hired employees of TranSystems Corporation (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify 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

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by

Company ID Number: 16805  
Client Company ID Number: 75854

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

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

APPROVED BY:

Employer TranSystems Corporation

David M. Bertrand  
Name (Please type or print)

David M. Bertrand  
Signature

VP of HR  
Title

2/4/09  
Date

Designated Agent i9Check, LLC

Theodore S Huang

Name (Please type or print)

\_\_\_\_\_  
Title

Electronically Signed

Signature

12/19/2007  
Date

**Department of Homeland Security- Verification Division**

USCIS Verification Division

Name (Please type or print)

\_\_\_\_\_  
Title

Electronically Signed

Signature

07/20/2007  
Date

Company ID Number: 16805  
Client Company ID Number: 75854

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

**INFORMATION REQUIRED  
FOR THE E-VERIFY DESIGNATED AGENT PROGRAM**

Information relating to Employer's Company:

Company Name: TranSystems Corporation

Company Facility Address: 2400 Pershing Road, Suite 400  
Kansas City, MO 64108

County or Parish: JACKSON

Employer Identification Number: 430839725

North American Industry  
Classification Systems Code: 488

Parent Company: \_\_\_\_\_

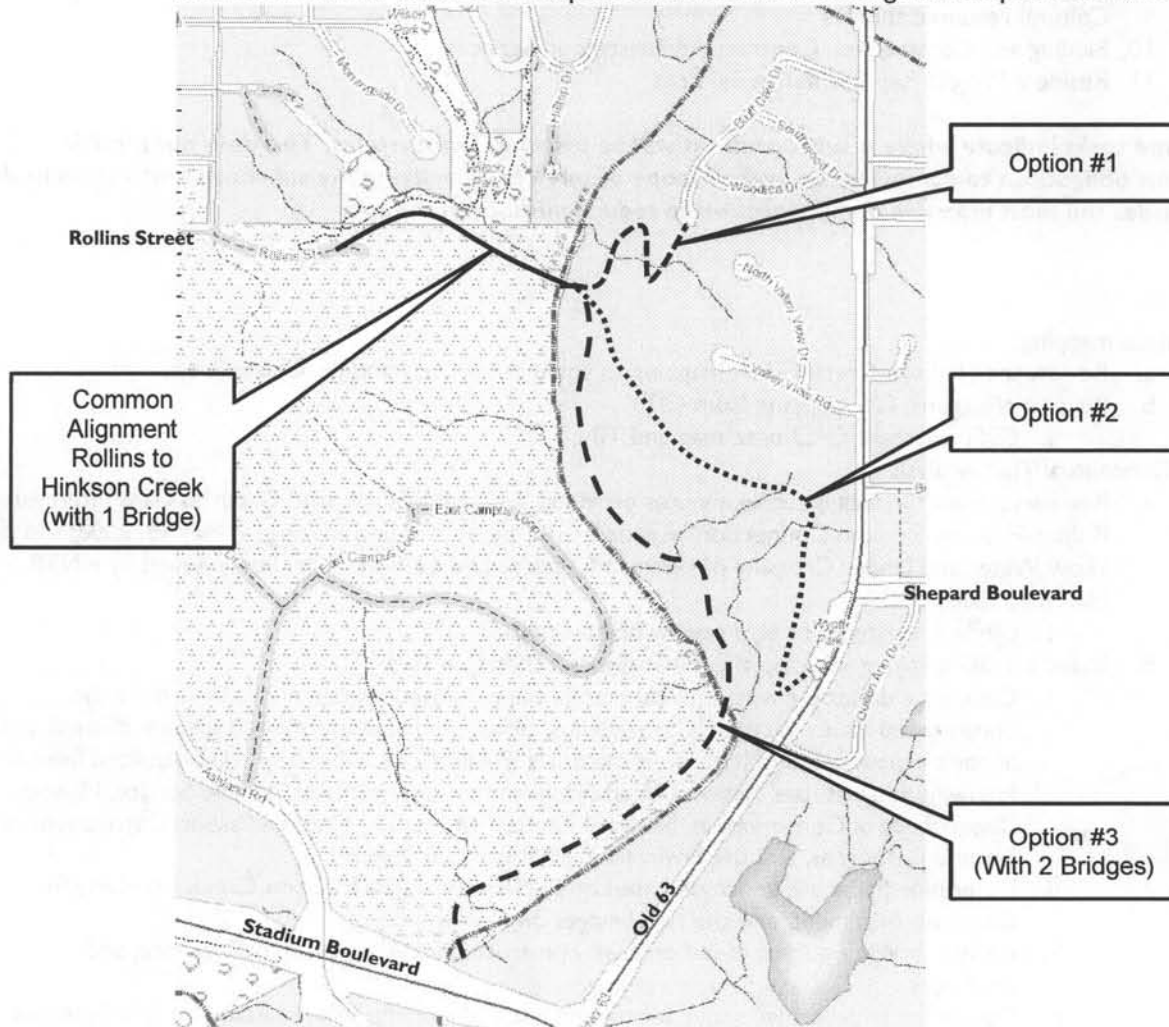
Number of Employees: 1,000 to  
2,499

## **EXHIBIT A – SCOPE OF SERVICES BASIC DESIGN DUTIES**

The following scope of services was prepared based on the following assumptions:

### **I. Shepard to Rollins Trail Connection CPP 9999(523)**

- a. **Phase A-** Services include the alignment/conceptual study of three potential trail alignments connecting from the east end of Rollins Street to the pedway and bike lanes on Old 63, which connects to similar facilities on Shepard Boulevard. Potential alignments/options shown below.



- b. **Phase B** – Survey and design of the option selected in Phase I.

- i. Not included in this scope - To be negotiated upon completion of Phase A.

### **2. SERVICES ASSUMPTIONS**

- a. All plan sets submitted are half-sized black and white plans on bond paper unless otherwise noted.

**Not included in this scope, but can be added as an Additional Service:**

1. Surveying, design and permitting.
2. Additional bridges or structures
3. City Structural/Building Permits
4. City Structural Special Inspections
5. Lighting design
6. Traffic studies
7. LOMR or CLOMR
8. Threatened or endangered species surveys, habitat studies
9. Cultural resource surveys
10. Bidding and Construction Contract Administration Services
11. Resident Project Representative Services

***Note – Some tasks indicate where a subconsultant will be assisting TranSystems. This does not modify TranSystems obligations to complete the overall scope of services. Specifying the subconsultant's tasks in this scope provides the most effective documentation to reduce misunderstandings.***

**Phase A**

- 1000 Base mapping
  - a. Review the Hinkson Creek FEMA mapping to confirm floodway and floodplain limits.
  - b. Receive electronic GIS mapping from CITY.
    - i. EDSI to create CAD base map and TIN.
- 1001 Conceptual Trail Analysis
  - a. Review relevant Council meeting minutes provided by Columbia and the “Garth to Gans Interchange Rollins-Hinkson-Stadium Connection” Report issued by Access Engineering on May 13, 2008, and the “Low Water and Under Crossing of Hinkson Creek at Old 63” Feasibility Study issued by HNTB on March 13, 2009.
    - i. Landworks Studio to also review documentation.
  - b. Based on GIS mapping, develop the initial alignments and profiles.
    - i. Conduct a desktop environmental scan of the proposed alignments to determine the documented issues in regards to wetlands, threatened and endangered species, cultural and historic properties, and hazardous materials. Publicly available data will be utilized from the following sources: the National Wetland Inventory, U.S. Fish and Wildlife Service, Missouri Department of Conservation, National Register of Historic Places, Missouri Department of Natural Resources, and the Environmental Protection Agency.
    - ii. Determine initial bridge length based on FEMA mapping of Hinkson Creek Floodway for Common Alignment, and the two bridges on Option #3.
    - iii. Analyze bridge options, based on cost, constructability, long-term maintenance, and aesthetics.
    - iv. Determine initial bridge scour protection methods for the bridges based on approximated flow rates.
    - v. Determine modal shift potential of each alignment and connectivity to the Getabout and transit systems.
    - vi. Landworks Studio to review landform/landcover and offer suggestions on alignments, trail typology.
    - vii. SCI to review ground level photographs and existing geotechnical reports and offer suggestions on bridge abutment and retaining wall typology.
  - c. Submit conceptual layouts, profiles, and general structural elements to the CITY for review.

- I002 Technical Trail Blazing
- a. Immediately prior to trailblazing, meet with CITY for one hour to discuss trail section, land cover management, bridge type, wayfinding destinations, and trail entry treatment. No displays will be presented, but pictures of similar installations/concepts will be shared.
  - b. Facilitate a technical trail blazing expedition to modify the proposed layouts for the trail documenting important features found in the field. The CITY and TranSystems team members will attend. (Project Manager, Trail Designer, Environmental Scientist, Water Resource Engineer, and Landscape Architect.)
    - i. The lead landscape architect from Landworks Studio will participate in trail blazing.
  - c. Update conceptual information.
- I003 Interested Parties (IP) Hearing
- a. Prepare presentation and other materials for an IP meeting. Prepare four 24"x36" displays and 100 black and white project comment cards. Anticipated displays:
    - i. Welcome and general project information
    - ii. Land cover management
    - iii. Display of alignments on base map
    - iv. Options analysis matrix
  - b. Attend a three hour IP hearing facilitated by the CITY. Meeting format assumed to be an open-house format.
    - i. One staff member from TranSystems to attend.
    - ii. One staff member from Landworks Studio to attend.
  - c. Summarize comments and submit summary and copies of comments to the CITY.
- I004 Design Memorandum
- a. Prepare a memorandum documenting alternatives considered, advantages / disadvantages, modal shift, construction cost, recommended concept, etc.
    - i. Landworks Studio to review memorandum and offer comments.
  - b. Also list applicable design criteria and construction standards for the project, bridge type, retaining wall types, and constraints.
  - c. Attend one City Council meeting.

## **Phase B**

***To be negotiated after Phase A.***

**∞ END OF SCOPE ∞**

### **EXHIBIT A – PROPOSED PROJECT SCHEDULE**

Note – Assumed notice to proceed on April 28, 2014 and field data is not significantly affected by weather.

<b>Milestone</b>	<b>Submittal to City Date</b>
<b>Base Map completed</b>	May 12, 2014
<b>Conceptual Layouts and Profiles to the City</b>	May 29, 2014
<b>Technical Trail Blazing</b>	June 5, 2014
<b>IP Hearing</b>	June 26, 2014
<b>Design Memorandum to the City</b>	July 14, 2014
<b>Presentation to City Council</b>	August 4, 2014



**EXHIBIT B**  
**BASIC DESIGN DUTIES**  
 Shepard to Rollins Trail Connection CPP 9999(523)  
 Columbia, Missouri

**WORKFORCE AND FEE ESTIMATE**  
**ESTIMATE OF HOURS**

Team members shown on the right were used to estimate the fee. The actual personnel may vary.

TASK	Item	Frank Weatherford	Linda Clark	John Zimmermann	Greg Nelson	Erich Schmitz	Any Bunnell	Brett Garvey	Anthony Meyer	Allen Smith	David Glastetter	Shannon Yun	Matt Reker	Eric Viera	Angie Hoffmann	TOTAL
		PR EC5	Eng EC4	PM EC4	Eng EC3	Eng EC3	Eng EC2	Eng EC2	Tech T3	Eng ES4	Eng ES3	Eng ES2	Tech T3	Sci SC3	Cler A2	
A-1000 - Base Map	a,b			1		2	8	8							1	20
A-1001 - Conceptual Analysis	a,b,c		1	32	2	4	40	48	8	1	8	12	8	16	1	181
A-1002 - Technical Trail Blazing	a,b			8		8		12			8	2		8		46
A-1003 - IP Hearing	a			12	1			12	16		2	4	8			55
A-1003 - IP Hearing	b,c			4											1	5
A-1004 - Design Memorandum	a,b	1	2	4	1			8		1	2	8	4		2	33
A-1004 - Design Memorandum	c			4												4
<b>A-Conceptual</b>		1	3	65	4	14	48	88	24	2	20	26	20	24	5	344
<b>B-Final</b>																
		1	3	65	4	14	48	88	24	2	20	26	20	24	5	344
		0%	1%	19%	1%	4%	14%	26%	7%	1%	6%	8%	6%	7%	1%	





## EXHIBIT B

4/4/2014

**BASIC DESIGN DUTIES**  
**Shepard to Rollins Trail Connection CPP 9999(523)**  
**Columbia, Missouri**

**BASE ESTIMATE****Design and Detailing Effort :**

EC5	1 hours @	\$95.00	=	\$95.00
EC4	68 hours @	\$61.00	=	\$4,148.00
EC3	18 hours @	\$46.00	=	\$828.00
EC2	136 hours @	\$34.00	=	\$4,624.00
ES4	2 hours @	\$64.00	=	\$128.00
ES3	20 hours @	\$50.00	=	\$1,000.00
ES2	26 hours @	\$25.00	=	\$650.00
T3	44 hours @	\$31.00	=	\$1,364.00
SC3	24 hours @	\$32.70	=	\$784.80
A2	5 hours @	\$26.00	=	\$130.00

**Subtotal - Labor:** **\$13,751.80**

Payroll Overhead ( 53.34 %)	\$7,335.21
General and Admin. Overhead ( 97.27 %)	\$13,376.38

**Subtotal - Overhead:** **\$20,711.59**

**Total Labor & Overhead:** **\$34,463.39**

**14.5% Fixed Fee:** **\$4,997.19**

**Direct Costs**

Mileage:	480 miles @	\$ 0.560	=	\$268.80
Printing for Submittals / Reproductions			=	\$450.00
Misc. Expenses (Delivery Services, etc.)			=	\$50.00

**Subtotal (Rounded) - Other Expenses :** **\$769.00**

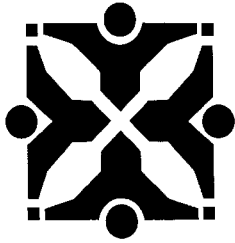
**Subcontract Pass-Through Costs**

EDSI (Surveys) (DBE)	=	\$3,590.00
Landworks Studio (Landscape Architecture) (DBE)	=	\$4,780.00
SCI (Geotechnical Engineering)	=	\$3,126.00

**Subtotal - Subconsultants:** **\$11,496.00**

**TOTAL DESIGN PHASE FEE: \$51,725.58**

*(Note - 16% DBE Participation in Phase A)*



Source: Public Works

*Joh*

Agenda Item No:

To: City Council

From: City Manager and Staff *MM*

Council Meeting Date: Apr 21, 2014

Re: Shepard Boulevard to Rollins East-West Trail Connection Project

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration legislation authorizing the City Manager to execute a Professional Services agreement with TranSystems Corporation for an alignment/conceptual study of three potential connections from the east end of Rollins Street to the pedway and bike lanes on Old Hwy 63, including a new pedestrian bridge over Hinkson Creek. The consultant was selected through a competitive process that met city, state and federal requirements.

**DISCUSSION:**

The Shepard Boulevard to Rollins East-West Trail Connection Project is a GetAbout Columbia trail project that is an extension of the Hinkson Creek Trail, and will provide an important east to west connection from near the MU Campus and downtown business district, across Hinkson Creek and east and south to the existing trail.

At the September 3, 2013 Council meeting, Council added this project to the list of projects to be completed with Round 2 GetAbout funding. Council requested that, prior to beginning design of the project, a study be conducted of alternate alignments for the east side connection, and the results reported to Council for further consideration. The report will consider transportation mode shift potential, construction cost, and barriers to construction.

This is the first phase of a two phase project and includes a study of multiple trail alignments east of Hinkson Creek. A location map of the routes under consider is attached. The scope of services for this engineering agreement consists of review and evaluation of historic project information and details, site visits, and public outreach. The site visit will include a trail blazing to capture current site conditions, explore possible constraints and opportunities for alignment adjustments, etc. The resulting report will document the alternatives considered, advantages and disadvantages of each, modal shift potential, estimated construction costs and a recommendation for moving forward. The report is anticipated to be completed in late Summer 2014. An engineering services agreement for engineering design of the trail will be submitted once a trail alignment is selected.

**FISCAL IMPACT:**

The agreement with TranSystems Corporation is for the alignment study phase of the project, for a not-to-exceed amount of \$51,725.58, and will be funded using existing GetAbout grant funds. An engineering services agreement for engineering design of the trail will be submitted at a later date. No design fees are included in this agreement.

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

An extensive, safe network of trails and a safe, interconnected, non motorized transportation network.

**SUGGESTED COUNCIL ACTIONS:**

Approval of the legislation authorizing the City Manager to execute a Professional Services agreement with TranSystems Corporation for the Shepard to Rollins East-West Trail Connection project.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$51,726.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.4
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	13.1
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

