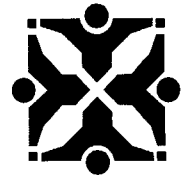


# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** R 4-15

**Department Source:** Public Works

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 1/5/2015

**Re:** Professional Engineering Services Agreement for Hydraulic Modeling of the Proposed Lower Southwest Outfall Relief Sewer CIP Project

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibit to Resolution/Ordinance

**Supporting documentation includes:** Maps

## Executive Summary

Authorizing the City Manager to execute an agreement with TREKK Design Group to provide professional engineering services for the development of a hydraulic model of the proposed Lower Southwest Outfall Relief Sewer. The model will be utilized to determine if constructing the relief sewer will reduce or eliminate sanitary sewer overflows in the lower portion of the Southwest Outfall sewer located in the County House Branch watershed. This includes overflows in and around Ridgefield Park and Twin Lakes.

## Discussion

Raw sewage has been discharged to County House Branch, a tributary to Hinkson Creek, for many years during periods of heavy rainfall due to excessive volumes of rainwater entering the sanitary sewer collection system. This sewage has been discharged in the past via overflow structures intentionally installed in the collection system to divert excess sewage to the stream and by overflowing manholes. Presently, all the known constructed overflows have been removed from the collection system and all sewage discharges are from manhole overflows. The Wastewater Facilities Planning Report completed by Black and Veatch Corporation and adopted by Council in January, 2007, identified the Lower Southwest Outfall Relief sewer. The construction of this relief sewer may reduce or eliminate overflows in the lower portion of County House Branch. The general location of the proposed relief sewer, the location of constructed overflows that have been removed from the collection system, and the location of manholes that are known to have overflowed into County House Branch are shown on the attached map labeled Proposed Sewer Map Lower Southwest Outfall Relief Sewer. This proposed project is currently included in the Sanitary Sewer CIP and scheduled for construction in 2021.

Staff is concerned the proposed relief sewer may not reduce or eliminate any of the overflows in the lower portion of the County House Branch watershed. This is a concern due to the fact that during periods of heavy rainfall, the volume of rainwater entering the collection system exceeds the capacity of the Wastewater Treatment Plant. When this occurs, the Perche and Hinkson trunk sewers becomes surcharged. The attached map labeled Sewer Map Hinkson and Perche Creek Sewers

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



shows all portions of the collection system that would be backed up due to the capacity of the Wastewater Treatment Plant at a wet well level of 50 feet. As shown on the map, the existing Southwest Outfall sewer is partially surcharged under these conditions. A relief sewer would also be surcharged under these conditions and therefore may not reduce the frequency or duration of sanitary sewer overflows in the project area.

Staff has prepared the proposed agreement with TREKK Design Group to provide engineering services for the development of a hydraulic model of the proposed Lower Southwest Outfall Relief Sewer. The model will be used to determine if the construction of the relief sewer is warranted based on its effectiveness in reducing or eliminating sanitary sewer overflows in the lower portion of the Southwest Outfall sewer.

## Fiscal Impact

**Short-Term Impact:** This engineering services agreement is for a not to exceed amount of \$83,200, and will be paid from funds already included in the sewer operating account for inflow and infiltration studies, including model development.

**Long-Term Impact:** The results provided by the development of this model will be used to determine if constructing the proposed Lower Southwest Outfall Sewer is justified to reduce or eliminate sanitary sewer overflows in the County House Branch watershed at an estimated future cost of \$700,000.00.

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Community Facilities and Services, Environment

Strategic Plan Impact: Health, Safety and Wellbeing, Infrastructure

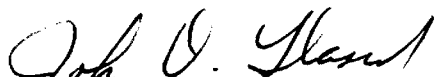
Comprehensive Plan Impact: Environmental Management, Infrastructure

## Suggested Council Action

Authorize the execution of the professional engineering services agreement with TREKK Design Group for hydraulic modeling of the proposed Lower Southwest Outfall Relief Sewer CIP project.

## Legislative History

12/5/14 (REP 119-14) Update of Sanitary Sewer CIP Projects

  
Department Approved

  
City Manager Approved

Introduced by \_\_\_\_\_ Council Bill No. R 4-15

### **A RESOLUTION**

authorizing an agreement for professional engineering services with TREKK Design Group for the development of a hydraulic model of the proposed Lower Southwest Outfall Relief Sewer as it relates to sanitary sewer overflows along the County House Branch watershed.

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 TREKK Design Group for the development of a hydraulic model of the proposed Lower Southwest Outfall Relief Sewer as it relates to sanitary sewer overflows along the County House Branch watershed. 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 \_\_\_\_\_, 2015.

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**  
**TREKK DESIGN GROUP**  
**1441 EAST 104<sup>TH</sup> STREET, SUITE 105, KANSAS CITY, MO 64131**

THIS AGREEMENT made as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Columbia, Missouri, hereinafter called the CITY, and TREKK Design Group, 1441 East 104<sup>th</sup> Street, Suite 105 Kansas City, MO 64131, hereinafter called the ENGINEER.

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

**Professional engineering services related to County  
House Branch Sewer and Interceptor Hydraulic  
Modeling**

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,".

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>
Kimberly Robinett	Managing Partner
Brandon Freeman, PE	Client Manager
John Brummer, PE	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.

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.
  - 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 November 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 D. Glascock, P.E Director of Public Works 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 90 calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

## SECTION 6 - PAYMENTS TO ENGINEER

- 6.1 Amount of Payment
  - 6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:
    - 6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective to December 31<sup>st</sup>, 2015, 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 \$83,200.**
- 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, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by the CITY, the five percent (5%) of these services retained by the CITY will be paid to the ENGINEER.

## 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 **\$1,000,000** 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.

555-6330-643.40-2.3

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

ENGINEER

By:  \_\_\_\_\_  
Kimberly Robinett, Managing Partner

## **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](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 Jackson )  
 ) ss.  
State of Missouri )

My name is Kimberly Robinett. I am an authorized agent of TREKK Design Group, LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

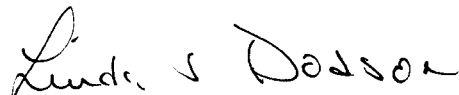
**Documentation of participation in a federal work authorization program is attached to this affidavit.**

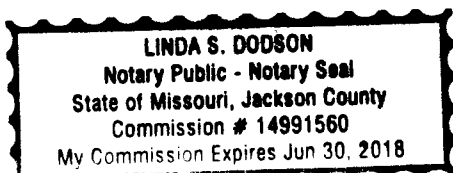
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

  
\_\_\_\_\_  
Affiant

Kimberly Robinett  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this 17<sup>th</sup> day of December, 2014.

  
\_\_\_\_\_  
Notary Public



~~Attachment~~  
~~EXHIBIT A~~

**SCOPE OF SERVICES**

**Project Description**

The City of Columbia is planning for a relief sewer project to alleviate backups downstream of the County House sewersheds. The City wishes to model the system to determine the effectiveness of the improvements.

ENGINEER will provide hydraulic modeling services to investigate the impact of the relief sewers recommended in the 2004 Columbia Wastewater Master Plan.

**Scope of Services**

**BASIC SERVICES**

Upon execution of this Agreement, Basic Services to be provided by Consultant include the following tasks:

*Task 1 – Construct a Skeleton Model from GIS*

- A. Project Administration and Kick-off Meeting: Engineer will meet with Owner during an initial "kickoff" meeting. The purpose of the initial meeting will be to discuss the project goals and objectives, establish project limits, and review flow meter and rain gauge locations.
- B. The skeleton hydraulic model will be constructed using the City GIS mapping and INFO SWMM modeling software. Up to 5 locations will be spot checked for accuracy for location and invert elevations. The existing GIS data and HYDRA model will be utilized as necessary.

*Task 2 – Input Flow Meter Locations and Data*

- A. Latest available flow meter data will be utilized. Locations will be input into the

model and flows will be used for calibration and computer simulation.

*Tasks 3-4 Dry and Wet Weather Calibration*

- A. Utilize available flow meter data to input dry weather flows and calibrate the system's response to rainfall events.

*Task 5 Wet Weather Verification*

- A. The response for the calibrated model will be verified to observed flow and pressure data for at least one event not used in the model calibration. The calibrated model parameters will not be changed for model verification. The wet-weather flow calibration criteria also apply to verification.

*Task 7 Alternative Scenario Analysis*

- A. The relief sewers will be inserted into the model at the recommended sizes and the design storm will be used to analyze the response to rainfall and if the improvements alleviate overflows or transfers them to another location.
- B. Up to two additional scenarios will be run to determine if conditions exist with larger pipes or raising manholes to achieve the goal of alleviating overflows. One session will be conducted at the City offices to explore and present the scenarios.

*Tasks 8-9 Technical Memorandum*

- A. A technical memo will be prepared to summarize the findings. Also included in the modeling deliverable will be a graphical representation of flow within the existing and improved system for the design storm.
- B. The updated hydraulic modeling files will be provided to the City for future use.

*Additional Services*

- A. Refining the model with additional metering or pipes, modeling additional basins, and modeling/sizing downstream storage impacts. These will be performed for a negotiated fee.



1441 E. 104<sup>th</sup> St. Suite 105  
Kansas City, MO 64131  
PHONE (816) 874-4655  
FAX (816) 874-4675

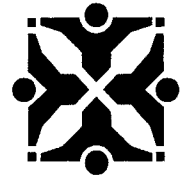
**2014-2015 Compensation for Professional Engineering Services<sup>1</sup>**  
**TREKK Design Group, LLC**  
**(TREKK)**

The **OWNERS's** payment to the **ENGINEER** shall be due and payable as follows:

- I. For Engineering Services, Plan Review, Surveying, Construction Inspection, and Meetings, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.
- III. **Hourly Rates and Expenses:**

Project Principal .....	\$175.00/hr - \$205.00/hr
Project Manager .....	\$115.00/hr - \$205.00/hr
Assistant Project Manager .....	\$115.00/hr - \$170.00/hr
Asset Manager .....	\$115.00/hr - \$145.00/hr
Project Engineer I .....	\$115.00/hr - \$150.00/hr
Project Engineer II .....	\$75.00/hr - \$115.00/hr
Office Technician I .....	\$90.00/hr - \$115.00/hr
Office Technician II .....	\$70.00/hr - \$90.00/hr
Office Technician III .....	\$40.00/hr - \$70.00/hr
Senior Administration .....	\$75.00/hr - \$105.00/hr
Administration .....	\$40.00/hr - \$75.00/hr
Field Manager .....	\$85.00/hr - \$120.00/hr
Field Technician I .....	\$70.00/hr - \$100.00/hr
Field Technician II .....	\$60.00/hr - \$70.00/hr
Field Technician III .....	\$40.00/hr - \$60.00/hr
GIS Analyst I .....	\$75.00/hr - \$95.00/hr
GIS Analyst II .....	\$55.00/hr - \$75.00/hr
Construction Observation Manager .....	\$105.00/hr - \$115.00/hr
Senior Construction Observer .....	\$75.00/hr - \$90.00/hr
Construction Observer .....	\$65.00/hr - \$75.00/hr
Land Surveyor (RLS) .....	\$105.00/hr - \$115.00/hr
Survey Party Chief .....	\$85.00/hr - \$100.00/hr
Utility Locator .....	\$75.00/hr - \$90.00/hr
Survey Crew .....	\$145.00/hr
Mileage .....	\$00.56/mi
Color Photocopies .....	\$00.25/each
Black-and-White Photocopies .....	\$00.12/each
Out-of-Pocket Expenses, Supplies Reproductions, etc.	Cost

**Note 1: The above hourly rates and unit prices are good through December 31, 2015.**



## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps

