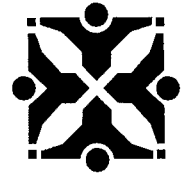


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 24-15

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: 2/2/2015

Re: Agreement with Burns & McDonnell Engineering Company for Bioreactor Landfill Operational Support Services

Documents Included With This Agenda Item

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

Supporting documentation includes: None

Executive Summary

Authorizing a professional engineering services agreement with Burns & McDonnell Engineering Company for bioreactor landfill operational support services for a five year period. Engineering services related to bioreactor operations consists of tasks such as incoming material evaluation relating to bioreactor functionality, leachate and gas management infrastructure and handling, related air and energy requirements and development, filling sequencing, airspace recovery and optimization, and landfill property utilization and master planning.

Discussion

The Columbia Public Works department solicited proposals for professional engineering services related to operational support services for Columbia's bioreactor landfill. Three firms were interviewed and Burns & McDonnell Engineering Company was selected to perform these duties based on their qualifications for this type of project. The agreement with Burns & McDonnell is for a not to exceed amount of \$225,000 per year, for a five year period.

Burns & McDonnell Engineering Company has supported the landfill's bioreactor operations for the past five years, designing gas and liquid distribution infrastructure, analysis of leachate handling, regulatory compliance problem-solving, air permit renewal, landfill gas expansion design, and representation and design associated with MDNR and EPA regulating agencies as well as other related projects.

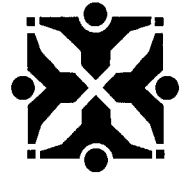
Fiscal Impact

Short-Term Impact: The professional engineering services agreement with Burns & McDonnell Engineering Company is for a not to exceed amount of \$255,000 per year, for a five year period.

Long-Term Impact: The agreement is for a five year period at \$255,000 per year. As part of the annual budget, funds will be budgeted each year for this cost.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Environment

Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Environmental Management

Suggested Council Action

Authorize a professional engineering services agreement with Burns & McDonnell Engineering Company for operational support related to the bioreactor landfill.

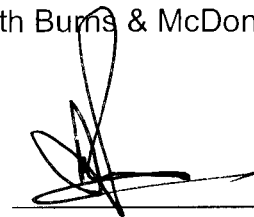
Legislative History

11/16/09 (R274-09) Agreement with Burns & McDonnell for engineering services for bioreactor landfill operational support.

02/07/11 (R12-11) Amendment #1 to agreement with Burns & McDonnell for engineering services for bioreactor landfill operational support.



Department Approved



City Manager Approved

Introduced by _____ Council Bill No. R 24-15

A RESOLUTION

authorizing an agreement with Burns & McDonnell Engineering Company, Inc. for professional engineering services for bioreactor landfill operational support services.

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 with Burns & McDonnell Engineering Company, Inc. for professional engineering services for bioreactor landfill operational support services. 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
BURNS & McDONNELL ENGINEERING COMPANY, INC.
9400 Ward Parkway
Kansas City, Missouri 64114**

THIS AGREEMENT made as of _____ day of _____, 20____, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Burns & McDonnell Engineering Company, Inc. of Kansas City, Missouri, hereinafter called the ENGINEER.

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

ENGINEER will provide general professional engineering services to support the solid waste landfill bioreactor per ATTACHMENT A (SCOPE OF BASIC SERVICES BIOREACTOR LANDFILL OPERATIONAL SUPPORT dated JANUARY 5, 2015.

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

ENGINEER shall serve as CITY's professional engineer 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 January 5, 2015.

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>
Christopher J. Snider, PE, RG	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 and as are set forth in Section 3.0 Miscellaneous Services and as otherwise identified and anticipated Scope of Basic Services," dated January 5, 2015; the ENGINEER may preform these additional services conditional upon the availability of funds budgeted and appropriated for that purpose.

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 January 5, 2015.
- 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 5 calendar days of Notice to Proceed and services are to be completed within five calendar years 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" Form No. BMR915 (attached). Such rates include overhead and profit. The schedule is effective to December 31, 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**
Fiscal Year 2015 \$255,000

Fiscal Year 2016	\$255,000
Fiscal Year 2017	\$255,000
Fiscal Year 2018	\$255,000
Fiscal Year 2019	\$255,000.

All obligations of the City under this Agreement which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose.

6.3 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 deliverables for each project 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 the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; (provided that nothing herein shall be deemed to waive the City's sovereign immunity) 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 the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; (provided that nothing herein shall be deemed to waive the City's sovereign immunity).

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 the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; (provided that nothing herein shall be deemed to waive the City's sovereign immunity) 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 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 20100413 & CG 20370413 Additional Insured –Blanket 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 a 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 of coverage. The Certificate(s) of Insurance shall list 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. ENGINEER shall give the CITY notice of any intent to not renew any insurance in this agreement as soon as possible and with a minimum thirty (30) days notice.

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 with prior notice given to ENGINEER. Additionally, the CITY reserves the right, but not the obligation, to reject any insurance policies failing to meet the criteria stated herein or any insurer with an AM Best Rating of A- VII or less, 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 as set out in this agreement.

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.

To the extent that insurance required by this Agreement is available the ENGINEER shall include coverage which shall meet ENGINEER's obligations to indemnify the CITY as set out above and the CITY shall be named as additional 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. All such documents and electronic media that are finished, complete or are sealed by a professional engineer employed by ENGINEER or marked "FOR CONSTRUCTION" or other similar marking can be put to full use by the City. Unfinished or incomplete documents are not intended or represented to be suitable for use by CITY and any use, extension or completion by the CITY or others will be at the CITY's sole risk and the CITY does hereby covenant not to sue the ENGINEER for any such use of unfinished or incomplete documents.

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

7.141 Employment of Unauthorized Aliens Prohibited

7..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..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..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 and Survival

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. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Agreement shall survive.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

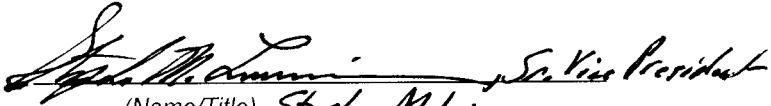
APPROVED AS TO FORM:

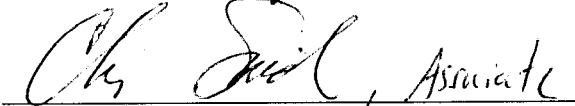
Nancy Thompson, City Counselor

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.
557-6588-881.49-90

Director of Finance

ENGINEER

By:  *Sr. Vice President*
(Name/Title) Stephen M. Linemann

By:  *Associate*
(Name/Title) _____

ATTACHMENT A
SCOPE OF BASIC SERVICES
FOR:
BIOREACTOR LANDFILL OPERATIONAL SUPPORT
FISCAL YEARS 2015 THROUGH 2019
JANUARY 5, 2015

This scope of basic services is a scope of work summary for fiscal years 2015 through 2019. Project scopes may be revised and modified as appropriate and as mutually agreed between ENGINEER and CITY.

1.0 Bioreactor Operations Assistance

- 1.1. ENGINEER senior management will meet with CITY senior management annually to review project goals, schedules, and budgets, track progress, and discuss key issues/CITY concerns. ENGINEER key personnel will meet with CITY key personnel approximately once per month either at CITY facilities or via conference call.
- 1.2. ENGINEER will provide annual bioreactor operation evaluation to the CITY with recommendations. Annual evaluation shall be presented in the form of a memorandum or letter report. This work will be coordinated with the CITY such that memorandum contents may be submitted prior to the completion of work (by the CITY) for the Annual Bioreactor Report to be submitted to MDNR.
- 1.3. ENGINEER will provide annual calculations presented in the form of letter reports to support the Annual Bioreactor Operation Report to be submitted to MDNR. Calculations will estimate airspace consumed and waste density for the prior year based on data provided by the CITY including tonnage data, survey files, and other information as requested by the ENGINEER.
- 1.4. ENGINEER will provide biennial airspace calculations with figures and MDNR form for submittal to MDNR. Calculations shall be presented in the form of a memorandum or letter report. Biennial Airspace Calculations shall be submitted to the CITY for review in January of 2016 and January of 2018. The deliverable to the CITY will comply with MDNR submittal requirements.
- 1.5. ENGINEER will provide a plan set to facilitate the construction of bioreactor disposal cell drainage blankets by the CITY. Construction phase services will be provided by the ENGINEER as needed. These services will be provided for each drainage blanket as shown in the Permit Drawings, with design commencing as filling approaches designated elevation intervals.

- 1.6. ENGINEER will design the turf intermediate cover system(s), submit informational documents for MDNR, and provide bidding and construction phase services for this project.

2.0 Landfill Gas and Leachate Management

Landfill Gas & Leachate Management – ENGINEER will provide consultation on an as needed and as requested basis. Tasks are generally anticipated to include:

- 2.1. ENGINEER will evaluate the landfill gas extraction wells and collection piping system for the purpose of optimizing methane gas output. Provide recommendations for system improvements.
- 2.2. ENGINEER provide design and construction phase services associated with any Landfill gas system expansion. A certified CQA Report will be prepared and submitted to MDNR.
- 2.3. ENGINEER will provide gas analysis and projections for planning bioenergy facility expansions and maintaining compliance with regulations and permits.
- 2.4. ENGINEER will provide services associated with the bioenergy waste heat system performance and expansion and any associated permit applications and renewals. Dispersion modeling is assumed not to be required as part of this project.
- 2.5. ENGINEER will provide the CITY a report that outlines possible uses for excess gas, benefits to the CITY, disadvantages or concerns to the CITY, and any financial impacts or benefits to the CITY.
- 2.6. ENGINEER will provide permitting services related to the addition of the 4th engine of the LFG to Energy Plant including MDNR Air Permit requirements. It is assumed that Air Dispersion Modeling will be required and that Best Available Control Technology analysis will not be required. ENGINEER will identify requirements and develop an order of magnitude cost opinion for the CITY's use in fiscal planning for any LFG to Energy expansions that trigger additional compliance requirements.
- 2.7. ENGINEER will prepare and submit Part 70 Modification documents to MDNR within 12 Months after Permit to Construct Application. If appropriate due to timing, the two shall be completed in one application.
- 2.8. ENGINEER will evaluate LFG quantity, available technology, fueling alternatives, CITY's fleet size, storage requirements, and potential site layout. Capital cost opinion and O&M cost opinion will be developed by ENGINEER.
- 2.9. ENGINEER will evaluate leachate storage capacity requirements, provide a preliminary design of a new leachate storage basin, and provide permit documents for submittal to MDNR.
- 2.10. ENGINEER will evaluate leachate samples collected by the CITY and provide recommendations for establishing optimum and/or maximum leachate contaminant levels that will allow the CITY to recirculate leachate while maximizing methane production.

3.0 Miscellaneous Services

ENGINEER will provide miscellaneous services on an as-needed and as-requested basis. Services may include field assistance, general consulting, and assistance with grant applications, research, engineering plan preparation, construction contract document preparation, or other professional services. Specific projects identified and anticipated for this task include:

- 3.1 Near Term Landfill Master Plan – This project will focus on the operational activities planned to converge in the area directly south of the current permitted landfill boundary over the next 5 years. The deliverable to the CITY will be a letter report with figures and supporting documents that will be the conceptual basis for future projects in this area.
- 3.2 Land Development Stormwater Design & Permitting– ENGINEER will provide design and permitting services for a new Outfall to accommodate the landfill borrow area and expanded operations area. A new sedimentation basin is assumed to be required as part of this project.
- 3.3 Access Road Realignment Preliminary Design & Permit Modification Documents – A new landfill access road will be conceptualized in Project 3.1. ENGINEER will provide preliminary design grading and certified design memorandum with figures for submittal to MDNR as a permit modification. The project will require adjustments to the LFG collection system, stormwater analysis, and geotechnical analysis.
- 3.4 Vertical Expansion Design & Permit Modification Documents – ENGINEER will provide engineering and permitting services to reclaim airspace above the current permitted landfill access road. This project will include detailed grading, volume calculations, meetings, LFG system revisions, and permit drawings.
- 3.5 Long Term Landfill Master Plan – ENGINEER will work closely with CITY to develop a long term master plan for the landfill. The plan would focus on the development of a new landfill on the current landfill property and other long term site features to be identified. The plan will examine potential design, volume, costs, schedule, and other considerations associated with the development of a new landfill on this site.
- 3.6 Biosolids as Soil Amendment Permit Modification – ENGINEER will provide assistance to the CITY to plan and permit the use of Biosolids as a soil amendment.

4.0 Project Management

ENGINEER will track budgets for all tasks and sub-tasks, develop project approaches and strategies, develop project scope documents, review schedules, coordinate resources, prepare invoices, and prepare invoice cover letters for presentation to the CITY on a monthly basis over the term of this contract.

5.0 Assumptions

All services will be provided on a time and materials basis. Monthly, quarterly, and annual services specified above will be provided between October 1, 2014 and September 30, 2019. ENGINEER will track the labor and expenses for each scope category separately. The scope categories include:

- 1.0 Bioreactor Operations Assistance;
- 2.0 Gas and Leachate Management;
- 3.0 Miscellaneous Services;
- 4.0 Project Management.

Miscellaneous Services projects will be subdivided into separate budgets as appropriate.

CITY and ENGINEER agree that the scope of work for Bioreactor Operations Assistance, Gas and Leachate Management, Miscellaneous Services, and Project Management are general at this time due to the uncertainty in issues that may arise in the future. The Scope of Work and associated fees for tasks associated with Bioreactor Operations Assistance, Gas and Leachate Management System, Miscellaneous Services, and Project Management may be revised and mutually agreed upon between the CITY and ENGINEER in the future.

This Authorization may be amended in the future by the CITY to include the hydrogeologic investigation and lateral expansion of the landfill.

Project timing shall be managed each fiscal year so that Scope of Work shall not exceeding the following amount per year:

Fiscal Year 2015	\$255,000
Fiscal Year 2016	\$255,000
Fiscal Year 2017	\$255,000
Fiscal Year 2018	\$255,000
Fiscal Year 2019	\$255,000
Total	\$1,275,000

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$61.00
Technician *	6	72.00
Assistant *	7	82.00
	8	114.00
	9	131.00
Staff *	10	145.00
	11	158.00
Senior	12	174.00
	13	191.00
Associate	14	202.00
	15	214.00
	16	217.00
	17	225.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
5. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2015, and are subject to revision thereafter.

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 Jackson)
) ss.
State of Missouri)

My name is Kathy Newman. I am an authorized agent of Burns & McDonnell (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.

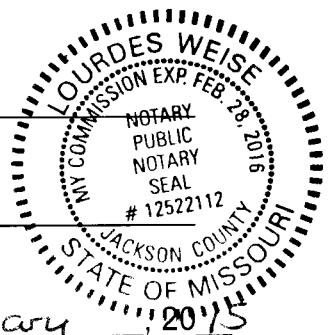
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that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

Kath Newman
Affiant

Kathrine Newman
Printed Name

Subscribed and sworn to before me this 21st day of January, 2015

Loures Weiser
Notary Public



Company ID Number: 34471

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 Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Burns and McDonnell Engineering Co, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

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 Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 34471

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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 Operations at 888-464-4218.

Employer Burns and McDonnell Engineering Co, Inc.

Kathy Newman

HR Analyst

Name (Please type or print)

Title

Kathy Newman
Signature

10/06/2006

Date

Department of Homeland Security – Verification Division

Company ID Number: 34471

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

10/02/2006

Signature

Date