

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** R 140-15

**Department Source:** Public Works

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 9/08/2015

**Re:** Professional Engineering Services Agreement with TREKK Design Group, LLC for Inflow & Infiltration Post Rehabilitation Flow Monitoring Data

## Documents Included With This Agenda Item

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

**Supporting documentation includes:** Map

## Executive Summary

Authorizing an agreement with TREKK Design Group LLC of Columbia, Missouri in the amount of \$37,925, to provide professional engineering services related to the Inflow and Infiltration (I&I) for Flat Branch-A, Flat Branch-B, and Site 12 post rehabilitation flow monitoring. TREKK was selected for this project in accordance with the City's professional consultant procurement guidelines.

## Discussion

As part of the Sanitary Sewer Utility's citywide I&I reduction program, staff is now proposing to hire TREKK Design Group to perform post rehabilitation flow monitoring in two (2) basins and one (1) downtown area identified with high peak flows. The areas are Flat Branch A and Flat Branch B and a small part of the downtown area known as Site 12. The proposed project will involve setting up flow meters in downstream manholes of the basins to be monitored. During rain events, the peaks of the flow in the sewer will be measured. That data will be interpreted against other flow data and incorporated into the City's GIS system. When completed, TREKK will provide a summary of findings that will show the results between the pre-flow monitoring and the post flow monitoring, attempting to quantify the amount of I&I reduction achieved from the sewer rehabilitation program in these areas.

TREKK Design Group, LLC has been selected for this project in accordance with the City's professional consultant procurement guidelines based upon their understanding of the project requirements and their experience with similar projects. The total engineering contract not to exceed amount of \$37,925 is within the usual and customary guidelines for this type of project.

## Fiscal Impact

**Short-Term Impact:** The engineering contract is for a not-to-exceed amount of \$37,925 and will be paid from the Sanitary Sewer Line Maintenance Operating account budgeted for this project.

**Long-Term Impact:** None with this agreement.

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Environment

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Environmental Management, Infrastructure

## Suggested Council Action

Authorize the City Manager to execute an agreement with TREKK Design Group, LLC to provide professional engineering services for the Inflow & Infiltration post rehabilitation flow monitoring data.

## Legislative History

**04/20/15** (R66-15) setting a public hearing for May 19, 2015 for construction of the sanitary sewer main and manhole rehabilitation project.

**09/02/14** (REP 84-14) Evaluation of Inflow and Infiltration Reduction in Flat Branch Basin D

**03/03/14** (R32-14) Setting a public hearing for construction of the sanitary sewer main and manhole rehabilitation project

**02/17/14** (REP 17-14) Evaluation of I&I Program

**08/06/12** (R130-12) Authorizing an agreement for engineering services with TREKK Design Group, Inc. for completion of an inflow and infiltration study of the sewer collection system.

**04/02/12** (R40-12) Public Hearing for Sanitary Sewer Main and Manhole Rehabilitation Project.

**08/01/11** (R132-11) Authorizing an agreement for engineering services with TREKK Design Group, Inc. for completion of an inflow and infiltration study of the sewer collection system.

**11/01/10** (R228-10) - Authorizing an agreement for engineering services with TREKK Design Group, Inc. for completion of an inflow and infiltration study of the sewer collection system.

**07/22/09** - Council Work Session - Inflow & Infiltration presentation by PW staff and TREKK Consultants.

**08/18/08** (R191-08) - Authorizing an agreement with TREKK Design Group for engineering services related to an inflow and infiltration study of the collection system.

  
\_\_\_\_\_  
Department Approved

  
\_\_\_\_\_  
City Manager Approved

Introduced by \_\_\_\_\_ Council Bill No. R 140-15

**A RESOLUTION**

authorizing an agreement for professional engineering services with TREKK Design Group, LLC for post-rehabilitation flow data analysis for the Flat Branch-A, Flat Branch-B and Site 12 basin areas.

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, LLC for post-rehabilitation flow data analysis for the Flat Branch-A, Flat Branch-B and Site 12 basin areas. 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, LLC**

THIS AGREEMENT made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Columbia, Missouri, hereinafter called the CITY, and TREKK Design Group, LLC, hereinafter called the ENGINEER.

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

Flat Branch-A, Flat Branch-B, and Site 12 Post Flow Data as described in Attachment A.

*(Description of Project)*

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

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

**SECTION 1 - AUTHORIZATION OF SERVICES**

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

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

**SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated August 19, 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>
Mr. Jeffrey Kaestner, P.E.	Project Manager
Mr. Brandon Freeman, P.E.	Project Engineer
Mr. Paul Anderson	Field Technician

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 August 19, 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 Mr. Nate Runyan, 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 120 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 rates indicated in the "Rate Schedule for Professional Services," Attachment B. Such rates include overhead and profit. The schedule is effective to December 2016, 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 \$37,925.00.**

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

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

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

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

**Waiver of Subrogation** ENGINEER agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ENGINEER to enter into 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 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, disability, 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, disability, 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, disability, 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 44-90

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

ENGINEER

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

By: \_\_\_\_\_  
(Name/Title)

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

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

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

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

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](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)**

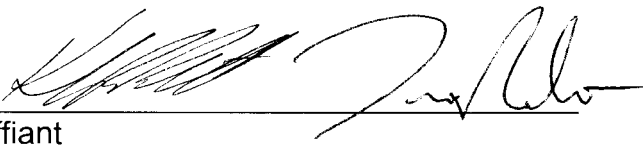
**Effective 1/1/2009**

County of Clay )  
 ) 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.**

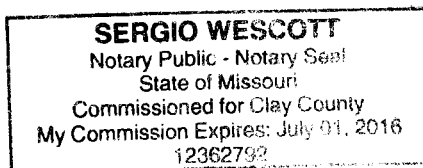
Furthermore, all subcontractors working on this contract shall affirmatively state  
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and  
shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn  
affidavit under penalty of perjury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

  
\_\_\_\_\_  
Affiant

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

Subscribed and sworn to before me this 28 day of August, 2015

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



**Attachment A**  
**Scope of Services**  
**City of Columbia, Missouri**  
**Flat Branch-A, Flat Branch-B, and Site 12 Post Flow Data**  
**August 19, 2015**

The City of Columbia (City) requested TREKK Design Group, LLC, (TREKK) to provide a scope of work to complete a post-rehabilitation flow data analysis for Flat Branch-A (FB-A), Flat Branch-B (FB-B) and Site 12 basin areas. These basin areas were flow monitored prior to sewer and manhole rehabilitation work performed by the City. The purpose of this study is to collect post-rehabilitation flow data and complete a review of the pre and post flow data results to define the effectiveness of the rehabilitation efforts in these areas.

TREKK will furnish all necessary labor, supervision, equipment and material to provide flow monitoring, including rain gauge data to support hydraulic flow analysis. TREKK will update the City's hydraulic model and provide a Technical Project Memorandum that documents our field approach, summarizes results and findings and discusses hydraulic capacity observations.

TREKK proposes to install four (4) flow meters and two (2) rain gauges and maintain this equipment for a period of 60 days. The equipment will be installed within 3 weeks of Notice to Proceed provided by the City. Assuming that the meters can be installed the first week of October 2015 TREKK will meet with the City after the first 30 days (late October 2015) to discuss the wet weather events recorded and discuss the project value of leaving the meters installed or pull the meters and complete the study in the spring of 2016.

The scope of work is described below:

1. Work with the City to identify meter and gauge locations. TREKK assumed a single meter location for outfall from FB-A, two locations from FB-B and a single meter location for Site 12. Meter and rain gauge locations will be discussed and site evaluations will be completed prior to installation.
2. TREKK will complete a meter site evaluation prior to meter installation. The evaluation will include accessibility, manhole and pipe structural and alignment, and safety considerations. Flow monitoring locations will be approved by the City.
3. Flow monitoring activities will include site hydraulic calibration measurements, installation of flow meters and weekly service visits. Manual velocity profiling and depth of flow measurements will be completed bi-weekly. TREKK will review meter and gauge data biweekly during the data collection period. This level of field maintenance and data review is required to minimize meter downtime during a temporary site installation. Malfunction of metering equipment can occur because of debris in the sewer, damage from storm events, and water level conditions.
4. TREKK will prepare a technical memorandum comparing pre and post-rehabilitation flow data analysis. The memorandum will include:
  - a. A summary of peak flow data analysis for the 2012 and 2015 basin data set. A summary table of peak flow data will be prepared including average daily dry weather flow, peak infiltration, inflow estimate, and a reduction percent of Inflow & Infiltration (I/I).
  - b. Volumetric data analysis will be completed for I/I volume reduction. I/I volume per inch of rainfall will be calculated and compared for pre and post-rehabilitation data.

- c. Data conclusions will be presented in graphs and tables to represent the flow meter and rain fall information. Hydrographs for total flow will be provided. Hydraulic model analysis for a 5-year, 1-hour design storm event for pre and post rehabilitation will be provided to visually indicate capacity improvements.

The cost estimate for the proposed scope is attached. The estimate includes unit cost and time and material estimated task. The City will be invoiced for actual units and actual time and material cost incurred. TREKK will provide monthly invoices with a project update and projection of total project cost.



**PROJECT COST ESTIMATE: FLOW MONITORING AND FLOW ASSESSMENT**

**City:** Columbia, Missouri

**Project:** FB-A, FB-B, and Site 12

TREKK Project Number

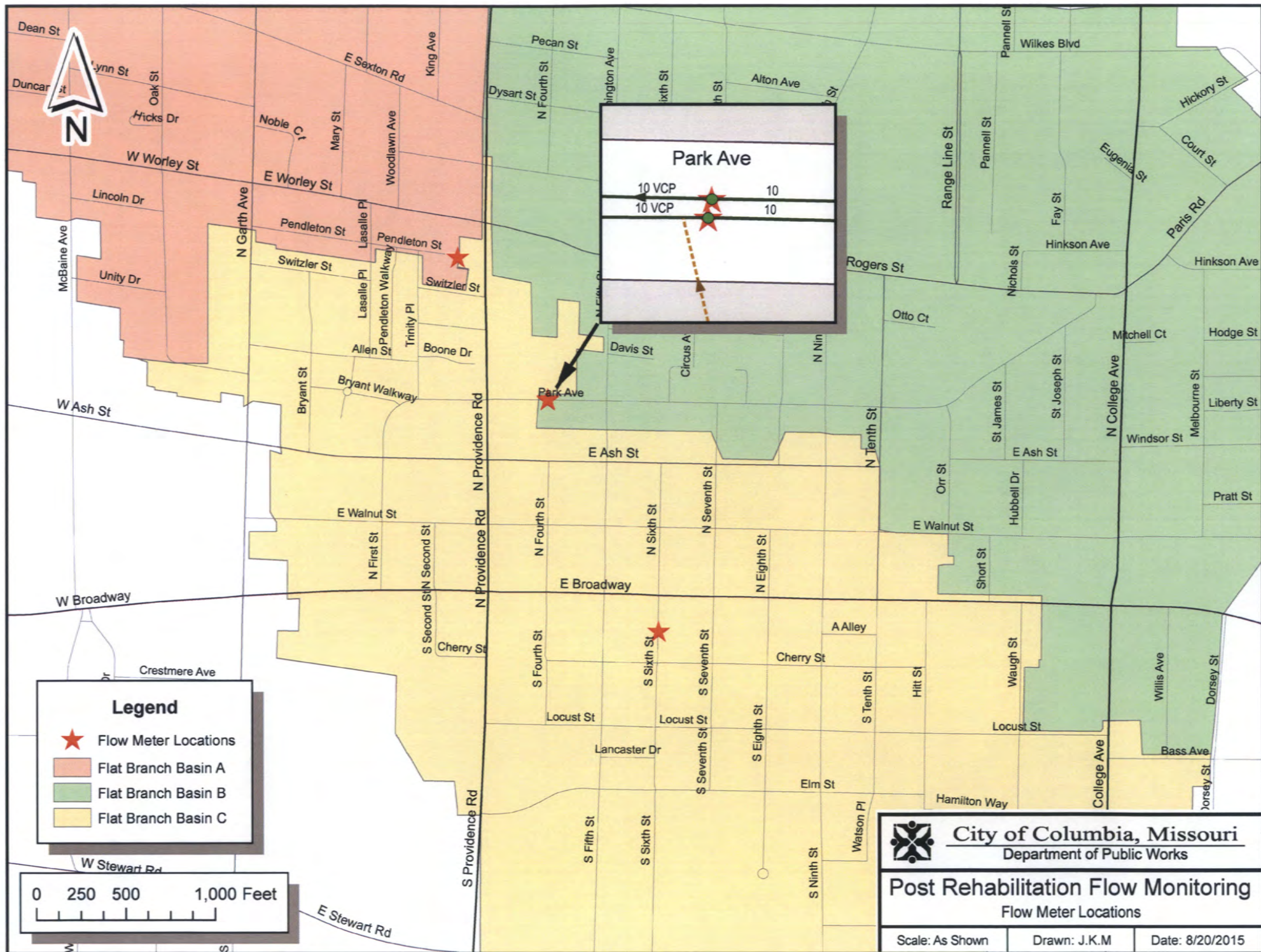
Below is a cost breakdown, with unit pricing.

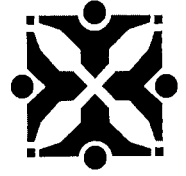
WORK TASK DESCRIPTION	Unit Costs				Hourly + Expenses										Total Costs
	Units	Quant	Rate	Subtotal	PRINC	PM	PE	OT	FT	Admin	FM	GIS	Total Hours	Subtotal	
1. Project Meetings/Management & Administration															
1a. Kick-off Meeting						2	3							725	\$725
1b. Project Management & Administration					1	4				2				950	\$950
2. Flow Monitoring <sup>1</sup>															
2a. Meter/Gauge Installation	Each	6	\$525	\$3,150										0	\$3,150
2b. Flow Monitoring Equipment	Meter-days	240	\$57	\$13,680										0	\$13,680
2c. Rainfall Monitoring Equipment	Gage-days	120	\$18	\$2,160										0	\$2,160
2d. Data Collection and Maintenance								32	32					4,960	\$4,960
2e. Flow Data Analysis						2	12	24				4		3,680	\$3,680
3. Post-Rehabilitation Analysis Memorandum						1	36	52		8				8,620	\$8,620
<b>PROJECT TOTAL</b>				<b>\$18,990</b>										<b>\$18,935</b>	<b>\$37,925</b>
<b>TOTAL CONTRACT COST</b>															<b>\$37,925</b>

**NOTES:**

- 4 flow meters and 2 rain gauges to be installed at the basin outfall of Site 12, Flat Branch-A, and Flat Branch-B
- Meters to be operational for 60 days beginning October 2015
- Report to be similar context to the Flat Branch-D Post-Rehabilitation Flow Data Analysis Report
- I&I Scope of Work completed in these basin areas during 2012 will be used as the pre flow rate

Estimate





SUPPORTING DOCUMENTS INCLUDED WITH  
THIS AGENDA ITEM ARE AS FOLLOWS:

Map



