

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE  
CITY OF TWIN OAKS AND PROFESSIONAL SERVICE INDUSTRIES,  
INC. FOR CONSTRUCTION MATERIALS TESTING  
AND INSPECTION SERVICES**

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**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN  
OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a contract on behalf of the City of Twin Oaks with Professional Service Industries, Inc., for construction materials testing and inspection services for the Twin Oaks Municipal Center Project. Such contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

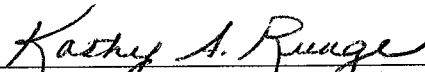
PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO  
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,  
THIS 3<sup>rd</sup> DAY OF MAY 2017.



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Russ Fortune, Mayor

Attest:



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Kathy A. Runge, City Administrator/Clerk

**Exhibit 1**  
**City of Twin Oaks, Missouri**  
**PROFESSIONAL SERVICES CONTRACT**

# City of Twin Oaks, Missouri

## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and effective as of May \_\_\_\_, 2017, by and between the **City of Twin Oaks**, a municipal corporation hereinafter referred to as City, and **Professional Service Industries, Inc.**, ("PSI") an Delaware Corporation, hereinafter referred to as "CONSULTANT," with a corporate address of business address of 1901 S. Meyers Rd., Ste. 400, Oakbrook Terrace, IL 60181-5208, and a local office at 8669 Olive Boulevard, St. Louis, MO 63132.

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

### I. SCOPE OF SERVICES

Consultant services are necessary for the following Project of City: *Twin Oaks Municipal Center Project*.

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of construction materials testing and inspection services for the Twin Oaks Municipal Center which are particularly described specifically set forth in PSI Proposal 0027-206454, attached as **Exhibit A** to the General Conditions incorporated herein.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the Work which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

### II. COMPENSATION

**A. Basic Compensation.** The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto in such amount not to exceed \$13,290.00 for the testing and inspections set forth on Page 2 of 9 in the PSI Proposal 0027-206454 (**Exhibit A** to the attached General Conditions which is incorporated herein).

**B. Additional Compensation.** Any fee for testing and inspections not specifically allowed the Consultant pursuant to paragraph II.A shall be considered Additional Compensation and shall only be compensated upon a written Construction Directive prepared by the City's Architect and signed by the City (or its representative after having been approved in writing by the City) and upon satisfactory performance of the work. Consultant's Additional Compensation shall be in accordance with the Schedule of Services & Fees set forth on Page 5-7 of the PSI Proposal 0027-206454 (attached as **Exhibit A**).

### III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values referenced above.

... WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

**PROFESSIONAL SERVICES  
INDUSTRIES, INC.**

**CITY OF TWIN OAKS, MISSOURI**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

**CITY OF TWIN OAKS  
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT  
GENERAL CONDITIONS**

**Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Contract. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

**Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Consultant shall comply with the following state law requirements:

- *Work Authorization Program.* If the Contract is for services expected to cost more than \$5,000.00, the Consultant shall comply with of Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as **Exhibit B**) that the Consultant (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Consultant's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." See **Exhibit C** and §208.009.3

**Subcontracts.** The Consultant shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Consultant.

**Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all third-party liabilities, damages, losses, claims or suits, including costs and reasonable attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Consultant's breach of the Contract or out of services and operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City.

**Insurance.** Consultant agrees to maintain insurance in amounts specified in **Exhibit D**, attached and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement. In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract.

**Changes.** No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Consultant shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written

... from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

**Other Consultants.** The City reserves the right to employ other consultants in connection with the Work.

**Request for Proposals.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Services Contract or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A** "Scope of Work").

**Project Records and Work Product.** The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Personnel.** The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

**Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Other Special Provisions.** The special provisions set forth on **Exhibit A** are incorporated herein by reference, and made a part hereof.

EXHIBIT A  
Scope of Work/Proposal



8669 Olive Boulevard  
St. Louis, Missouri 63132  
phone: 314-432-8073  
intertek.com/building  
psiusa.com

April 3, 2017

City of Twin Oaks  
1393 Big Bend Road, Suite F  
Twin Oaks, Missouri 63021

c/o Archimages, Inc.  
143 West Clinton  
St. Louis, Missouri 6322

Attn: Gary Dedeke  
[gdedeke@archimages-stl.com](mailto:gdedeke@archimages-stl.com)

Phone: 314-965-7445

Re: Proposal for Construction Materials Testing and Inspection Services  
Twin Oaks Municipal Center  
Twin Oaks, Missouri  
PSI Proposal No. 0027-206454

Dear Mr. Dedeke:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for performing Construction Materials Testing and Inspection Services for the referenced project.

As America's largest independent testing firm and the nation's fourth largest consulting engineering firm, we bring extensive experience in providing professional engineering and materials testing services for clients throughout the country. With an established office in Saint Louis, PSI has the technical capabilities, personnel and equipment resources and local expertise to provide this project with superior testing services.

PSI proposes to provide experienced technical personnel to perform testing and inspection services as requested and in general accordance with project specifications. PSI proposes to accomplish the work as directed by our client in accordance with the unit rates of this proposal. This proposal is intended to satisfy the construction quality control and materials testing requirements specified by the project engineer, in accordance with plans, project specifications and/or other information provided to PSI. PSI will provide qualified technicians to perform tests and inspections, under the general supervision and review of a registered professional engineer, qualified by training and experience in geotechnical and materials engineering. All the work will be performed in accordance with the General Conditions attached herein and considered a part of this proposal.

The project scope provided to PSI stipulates full and part time inspection at the site for approximately 12 months. The project scope is covered within the Fee/Budget section of this proposal. Based on the size and type of the project, it is anticipated that the project schedule will predominantly affect the extent of services required, and resulting fees.

PSI's fees will be affected by extensions in the project schedule, contractor's performance, weather, scheduling, or additional or re-constructed features. At this time, a construction schedule has not been presented to PSI; therefore, this estimate is based on past experience on similar projects.

## Fee Budget

Based on the plans provided by Archimages, Inc., dated January 23, 2017, and our experience on similar projects, PSI offers the following:

### CONSTRUCTION MATERIALS TESTING ESTIMATE

#### City of Twin Oaks Municipal Building

Description of Services	Quantity	Unit Fee	Unit	Total
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#### General Inspection & Testing Services - Compaction Testing of Engineered Fill, Subgrade and Subbase Materials, Proof-roll Observations

Engineering Technician	80	39	hour	3,120.00
Vehicle Charge	15	25	each	375.00
Nuclear Density Gauge	15	25	day	375.00
Moisture Density Relationship ASTM D-1557	1	210	each	210.00
Moisture Density Relationship ASTM D-1557, Base Course	1	210	each	210.00
Aiterberg Limits/Sieve Analysis	2	80	each	160.00

**Subtotal \$4,450.00**

#### Foundation Inspection (Incl. Concrete & Reinforcement)

Engineering Technician	16	39	hour	624.00
Vehicle Charge	4	25	trip	100.00
Compressive Strength Test (Cylinders)	20	14	each	280.00

**Subtotal \$1,004.00**

#### Concrete Inspection & Testing (Incl. Reinforcement)

Engineering Technician	24	39	hour	936.00
Vehicle Charge	6	25	trip	150.00
Compressive Strength Test (Cylinders)	30	14	each	420.00

**Subtotal \$1,506.00**

#### Asphalt Inspection

Senior Engineering Technician	16	45	hour	720.00
Vehicle Charge	2	25	trip	50.00
Nuclear Density Gauge	2	25	each	50.00

**Subtotal \$820.00**

#### Special Inspections - Per Structural Special Inspections Table

Special Inspection Masonry	24	50	hour	1,200.00
Special Inspection Wood Framing	8	50	hour	400.00
Compressive Strength Test (Prisms)	20	18	each	360.00
Compressive Strength Test (Cubes)	15	18	each	270.00
Trip Charges	10	25	each	250.00

**\$2,480.00**

#### Engineering

Engineering Report Review	38	45	each	1,710.00
Project Management	4	90	hour	360.00
Professional Engineer Certification	8	120	hour	960.00

**Subtotal \$3,030.00**

**Estimated Total Cost: \$13,290.00**

Twin Oaks Municipal Complex -- Twin Oaks, Missouri

Proposal No.: 206454

April 3, 2017

Page 2 of 9



**Notes:**

**\*Changes in the project scope, inclement weather, and/or contractor methods may cause the actual fees for this project to differ from the above amount.**

1. Additional laboratory material testing not listed above will be performed on an as-needed basis at the rates shown in the attached fee schedule.
2. Foundation inspections by a registered Professional Engineer can be provided at an additional cost.
3. Additional charges will apply for requested job site visits and evaluations by the materials engineer or project manager (unless for PSI's internal quality control purposes). These charges cannot be reliably estimated, but our past experience suggests that an allowance should be made for such expenses.

The client will be responsible to notify PSI in advance to schedule field services after breaks in the normal construction schedule due to shutdowns, due to rain and other causes.

**SWPPP INSPECTIONS (OPTIONAL):**

In accordance with local guidelines, PSI proposes to provide a certified SWPPP inspector to examine the project site once per 7-day period, or following a major rain event throughout substantial completion of the project. A major rain event is defined as  $\frac{1}{2}$ " of rainfall in a 24-hour period. PSI's services will begin once the SWPPP is in place and ground is broken, and will end once PSI is authorized to cease inspections or a letter that the SWPPP is complete. Rainfall measurements will be based on data provided by [www.weather.com](http://www.weather.com). PSI will invoice these inspections on a per inspection basis estimated at **\$180 per inspection**. This fee includes the inspector's time, travel, report preparation and review. Once a project schedule is established, a more thorough estimate can be provided.


**AUTHORIZATION:**

**Please sign and return one (1) copy of this proposal intact. We cannot release any reports until we have received a signed copy of this proposal intact or a purchase order referencing our proposal number.** When returning the intact proposal, please complete the attached project information section so that your file can be properly established. Please provide a copy of the plans and specifications so we can properly perform the requested services.

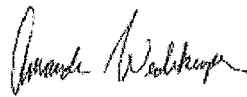
PSI appreciates the opportunity to offer its services to your project and looks forward to working with you in the near future. We would be happy to sit down and discuss any questions you may have.

Respectfully Submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Craig Tredway  
Construction Services Manager



Amanda Wedekemper P.E.  
Project Engineer

Attachments: Proposal Acceptance Form  
Schedule of Services & Fees  
General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS	_____	DAY OF	_____	, 2017
BY (please print name):	_____			
TITLE:	_____			
COMPANY:	_____			
SIGNATURE:	_____			

PROJECT DATA SHEET

PROJECT INFORMATION:

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

EMAIL ADDRESSES FOR REPORT DISTRIBUTION:

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Name: \_\_\_\_\_

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

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Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

INVOICING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Other Pertinent Information Or Previous Subsurface Information Available:

\_\_\_\_\_

\_\_\_\_\_

Twin Oaks Municipal Complex – Twin Oaks, Missouri

Proposal No.: 206454

April 3, 2017

Page 4 of 9

**Schedule of Services & Fees \* Construction Quality Control**  
**Effective January 01, 2017**  
**Page 1 of 3**

**Laboratory Testing Services**

**CONCRETE/MASONRY:**

Laboratory compression testing of concrete cylinders

In accordance with ASTM Procedures.

Concrete Cylinders cast by PSI .....	Each	\$	14.00
6X12 Concrete Cylinders .....	Each	\$	20.00
Concrete Cylinders cast by others and delivered to PSI .....	Each	\$	25.00
Concrete Cores .....	Each	\$	30.00
Concrete Beams .....	Each	\$	60.00
Masonry Block Prism .....	Each	\$	90.00
Grout Prisms and Mortar Cubes .....	Each	\$	18.00
Trimming of irregular client cast cylinders to meet .....	Each	\$	30.00
Maturity Meter Sensors .....	Each	\$	75.00
Calcium Chloride Test Kit .....	Each	\$	20.00
Relative Humidity Probes .....	Each	\$	60.00
Initial Set Time Testing – Fresh Concrete .....	Each	\$	200.00

**SOIL/AGGREGATE:**

Moisture density relationship:

ASTM D-698 (Standard) .....	Each	\$	190.00
ASTM D-1557 (Modified) .....	Each	\$	210.00
ASTM D-4253 and D-4254 (Relative) density .....	Each	\$	200.00
Sieve Analysis (C136):			
Unwashed .....	Each	\$	80.00
Washed .....	Each	\$	90.00
Aggregate > 1" .....	Each	\$	120.00
Materials Finer than #200 (C117) .....	Each	\$	50.00
Atterberg limits determination .....	Each	\$	75.00
Specific Gravity & Absorption (C127/C128) .....	Each	\$	75.00
Organic Impurities (C40) .....	Each	\$	50.00
Moisture Content .....	Each	\$	7.00
Unit Weight .....	Each	\$	30.00

**ASPHALTIC CONCRETE:**

Extraction and gradation .....	Each	\$	240.00
Marshall Density (set of 3) .....	Per Set	\$	200.00
Marshall Stability and Flow (set of 3) .....	Per Set	\$	200.00
Maximum Theoretical Specific Gravity (Rice Test) .....	Each	\$	120.00
Bulk specific gravity of asphalt cores .....	Each	\$	33.00
Thickness determination of asphalt cores .....	Each	\$	18.00

**FIREPROOFING:**

Adhesion/Cohesion .....	Each	\$	30.00
Density .....	Per Set	\$	30.00

**Floor Flatness and Levelness**

Testing for Floor Flatness and Levelness (\$700.00 per day minimum)

Per sq. ft. ....	Per Sq. Ft.	\$	0.06
For testing before 7:00 am and after 5:00 pm .....	Add	\$	120.00

**Schedule of Services & Fees \* Construction Quality Control**  
**Effective January 01, 2017**  
**Page 2 of 3**

**Field Testing Services**

**Engineering Technician**

Field test of concrete and casting of sample specimens			
In-place density tests of compacted fill material and asphaltic concrete			
Transportation of sample specimens to the laboratory			
Jobsite concrete quality control.....	Per Hour	\$	39.00

**Special Inspector – IBC, ICC Certified**

Fireproofing Inspection			
Wood Truss Inspection			
Shallow footing observations			
Rebar observations			
Framing Inspection			
Masonry Observation .....	Per Hour	\$	50.00

**Senior Engineering Technician**

MODOT Certified Inspector			
Fireproofing Inspection			
Subgrade observations/Proof-roll Observation			
Masonry Observation			
Floor moisture/Relative humidity testing			
Pier & pile installation observations			
Concrete batch plant observations			
Asphalt batch plant observations .....	Per Hour	\$	45.00

**Coring Services**

Coring machine operator .....	Per Hour	\$	45.00
Coring equipment service charge .....	Per Day	\$	85.00
Core barrel charge:			
Asphalt core (8" Max. Thickness) .....	Each	\$	20.00
Concrete core (8" Max. Thickness) .....	Each	\$	35.00

**Advanced Field Testing Services**

Ferrosan Operator .....			
Rebar Locating Operator .....	Per Hour	\$	60.00

**Equipment**

Nuclear Density/Moisture Equipment .....	Per Day	\$	25.00
Ferrosan .....	Per Day	\$	500.00
RT-Meter (Rebar Locator) .....	Per Day	\$	100.00
SWPPP Inspection .....	Per Day	\$	180.00

**Engineering Services**

Chief Engineer .....	Per Hour	\$	130.00
Principal Consultant .....	Per Hour	\$	115.00
Senior Engineer/ Geologist .....	Per Hour	\$	100.00
Project Engineer/Scientist/Manager .....	Per Hour	\$	90.00
Senior Field Supervisor .....	Per Hour	\$	60.00
Clerical Services .....	Per Hour	\$	45.00
Report Review .....	Per Report	\$	45.00
Engineering Services to attend preconstruction meetings, test evaluation, and consultation	Per Hour	\$	90.00
Transportation Charge .....	Per Trip	\$	25.00

**Schedule of Services & Fees \* Construction Quality Control**  
**Effective January 01, 2017**  
**Page 3 of 3**

**Non-Destructive Testing and Inspection Services**

Visual Welding Inspection (AWS, CWI) .....	Per Hour	\$	75.00
Magnetic Particle Inspection .....	Per Hour	\$	80.00
Liquid Penetrant Inspection .....	Per Hour	\$	80.00
Ultrasonic Inspection .....	Per Hour	\$	80.00
Magnetic Particle Yoke .....	Per Day	\$	35.00
Liquid Penetrant Equipment .....	Per Day	\$	35.00
Ultrasonic Equipment .....	Per Day	\$	35.00

**Welder Performance Qualification**

AWS D1.1 plate, limited thickness .....	Each	\$	80.00
AWS D1.1 plate, unlimited thickness .....	Each	\$	100.00
AWS D1.1 pipe, 6" dia. Schedule 80 .....	Each	\$	80.00
API 1104 pipe, 3" dia. and under .....	Each	\$	70.00
API 1104 pipe, over 3" through 8" dia. ....	Per Hour	\$	85.00
ASME pipe carbon steel, 3" dia. and less .....	Each	\$	80.00
ASME pipe carbon steel, over 3" to 12" dia. ....	Each	\$	90.00
ASME pipe aluminum, 3" dia. and less .....	Each	\$	110.00
ASME pipe aluminum, over 3" to 8" dia. ....	Per Hour	\$	135.00

**Remarks**

- Unit prices are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter. Services and fees not listed on this schedule may be quoted on request.
- Overtime rates will be applicable for services performed in excess of 8 hours per day or for services performed before 7:00 a.m. and after 5:00 p.m. Monday through Friday and for all hours worked on Saturdays, Sundays and holidays. The overtime rate will be 1.5 times the applicable hourly rate.
- Short notice scheduling calls – Work must be scheduled by no later than 5:00pm the previous working day. Last minute scheduling calls will be charged at the overtime rate of 1.5 times the normal rate.
- All rates are billed on a portal-to-portal basis. The minimum billing increment for time is one hour.
- Transportation and per diem are charged at the applicable rates. If overnight stay is requested, a hotel fee of \$100 will apply.
- Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge shall be applied to invoices to offset the increase in fuel prices for a gallon of regular gasoline. Increases shall be made no more often than monthly.
- A minimum charge of 4 hours applies to field-testing and observation services.
- Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance notice and sample pickups will be assessed a minimum 4 hour charge.
- Unless noted otherwise; Concrete cylinders are made in accordance with ASTM C-31 except for Section 10.1.2.
- For construction materials testing and observation services, an engineering review charge to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.5 hours per report issued.
- A final inspection charge of a minimum of two hours at a Project Manager rate applies to all special inspection projects.
- A project set-up charge of a minimum of \$100.00 applies to all projects.
- Drilling and field service rates are based on OSHA Level D personnel protection.
- If report distribution is changed in the course of the project the clerical time required to modify the project file and distribute the reports will be billed at the clerical rate referenced above. Additional report copies will be charged at \$1.00 per page.
- Services and fees not listed on this schedule may be quoted upon request.
- The services proposed do not include any special services that may lessen the risk of conditions that can contribute to moisture; mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI can submit a proposal for these additional services.

EXHIBIT B

**AFFIDAVIT OF PARTICIPATION IN  
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now \_\_\_\_\_ as \_\_\_\_\_, first being duly sworn, on my oath,  
(name) (office held)  
and affirm Professional Services Industries, Inc. ("Company) is enrolled and will continue to  
(company name)  
participate in a federal work authorization program in respect to employees that will work in  
connection with the contracted services related to the professional services contract (the  
"contracted services") with the City of Twin Oaks, and any incidental items associated with this  
work for the duration of the contract, if awarded, in accordance with Section 285.530.2, R.S.Mo.  
I also affirm that the Company does not and will not knowingly employ a person who is an  
unauthorized alien in connection with the contracted services for the duration of the contract, if  
awarded. Attached to this affidavit is documentation of the Company's participation in a federal  
work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL  
WORK AUTHORIZATION PROGRAM. ALSO ATTACH PROOF OF LAWFUL PRESENCE,  
AS PROVIDED IN THE GENERAL CONDITIONS)**

***In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).***

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of Missouri                    )  
  )  
County of \_\_\_\_\_            )       ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My commission expires:

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

**Exhibit C**  
**CITY OF TWIN OAKS**  
**VERIFICATION OF PROOF OF CITIZENSHIP - PUBLIC BENEFITS**

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

	(Check all that apply to signer and company): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify when Hiring New Employees <input type="checkbox"/> All Employees are legally authorized to work in U.S.
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Signature	Date (M/D/YY)
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**VERIFICATION: *To be completed by City Staff.*** Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

<b>A - MoDOR Accepted Documentation</b>	<b>or</b>	<b>B - MO Driver's License</b>	<b>or</b>	<b>C - Other Federal Documentation</b>
Document title:		Missouri Drivers License <input type="checkbox"/>		Document title:
Expiration Date (if any)		Expiration Date		Expiration Date (if any)

**CERTIFICATION:** I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.\*

Signature of City Staff Person:	Print Name:	Date:
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**\*NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

*Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.*

## EXHIBIT D INSURANCE

The Consultant shall obtain and maintain during the term of the Project and the Services Contract the insurance coverages at least equal to the coverages set forth in this Exhibit D, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury & Property Damage)	\$2,762,789 per occurrence \$2,762,789 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury & Property Damage)	\$2,762,789 per occurrence \$2,762,789 aggregate
Employer's Liability	\$2,762,789 bodily injury by accident (each accident)  \$2,762,789 bodily injury by disease (each employee)  \$2,762,789 bodily injury policy limit

In addition, the Consultant and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Before commencing any work, the Consultant shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 7. Each such certificate shall show the City, and such other governmental agencies as may be required by the Village to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverages or amounts required by this Exhibit D when the City deems such waiver to be in the interest of the public health, safety, and general welfare.