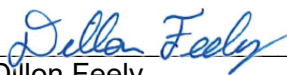
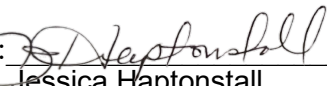


**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated May 1, 2023 between the City of Moberly and Bartlett & West, Inc. for design and construction inspection of project STP-4500(211). The purpose of this Supplemental Agreement is to modify the scope for PE services. These additional services shall be in an amount not to exceed seven-thousand, four-hundred dollars (\$7,400.00) without further authorization. The total design phase services shall be in an amount not to exceed three-hundred fifty-four thousand, six-hundred sixty-eight dollars, twenty-eight cents(\$354,668.28). Attachment A outlines the cost breakdown for this Supplemental Agreement.

1. Trileaf will be added as subconsultant to conduct an archeological and architectural cultural resource survey as a result of MoDOT's updated guidance on environmental reviews. Due to the additional services, the contract upper limit will be increased by \$7,400.00 to cover the cost of the cultural resource survey. Attachment A outlines the scope of services included with this Supplemental Agreement No. 1.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: _____	ENGINEER: <u>Bartlett & West, Inc.</u>
BY: _____	BY: <u></u> Dillon Feely
TITLE: _____	TITLE: <u>Project Manager</u>
DATE: _____	DATE: <u>4/17/2024</u>
ATTEST:	
BY: _____	BY: <u></u> Jessica Haptonstall
TITLE: _____	TITLE: <u>Contract Administrator</u>
DATE: _____	DATE: <u>4/17/2024</u>

Executed by the City/County on the ____ day of _____, 20__.

**ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 1**



1515 Des Peres Road, Suite 200, Saint Louis, Missouri 63131 - 314.997.6111 - www.trileaf.com

February 25, 2024

Bartlett&West

Attn: Austin Johnson
601 Monroe Street, Suite 201
Jefferson City, MO 65101

RE: Moberly, Missouri, Business Route 63 Widening, Randolph County, Missouri.

Dear Mr. Johnson,

Thank you for the opportunity to submit the following proposal to provide professional cultural resources services for the proposed Moberly, Missouri, Business Route 63 Widening Project in Moberly, Randolph County, Missouri. We believe Trileaf is uniquely suited to provide you these services for the following reasons:

- Highly trained, Secretary of the Interior (SOI)-qualified archaeologists are centrally located to complete this project efficiently and cost effectively.
- Our experienced staff understands and are prepared to handle any nuances and complexities that may arise during your project to maintain our promised timelines.
- Sean Stretton, M.S., RPA, will serve as Project Manager and Principal Investigator and has **15 years** of experience working in Missouri, including experience working as an archaeologist with both the Missouri Department of Transportation and Missouri State Parks.

TECHNICAL COMPETENCE

Your dedicated Trileaf cultural resources professionals have special expertise in the precontact and historical archaeology of Missouri, including extensive experience addressing the specific guidelines and requirements of the MO State Historic Preservation Office (SHPO) and consulting Native American Tribes statewide.

Trileaf's cultural resources team consists of highly experienced professionals who meet or exceed the Secretary of the Interior's (SOI) Historic Preservation Qualification Standards in the fields of archaeology, history, and architectural history. **This expertise enhances our ability to offer an extensive list of cultural resources management services, including:**

- Phase I archaeological reconnaissance
- Archaeological monitoring
- National Register of Historic Places (NRHP) nominations
- Viewshed Analysis via Balloon Testing and Photo Simulations
- Artifact analysis
- Phase II archaeological testing
- SHPO and Tribal consultation
- Architectural surveys
- GIS Mapping
- Curation

Trileaf's Cultural Resources Team includes one (1) Group Manager, (3) Project Managers, seven (7) Field Archaeologists, two (2) Archaeological Technicians, three (2) Architectural Historians, (1) Historian, and one (1) GIS Specialist. Our Tribal Consultation Team consists of one (1) Project Manager and six (6) Tribal Consultation

Coordinators. Our breadth of knowledge and experience results in quality service, anticipation of project needs in real time, and proactive communication of challenges.

- All Managers and Field Archaeologists possess master's degrees in Archaeology or Anthropology.
- Two Architectural Historians have master's degrees in Historic Preservation.
- Our Historian has a master's degree in Social Science Education/History
- Our staffing size allows us to mobilize to any project location statewide in a timely manner.
- Our experienced staff is equipped with the regional knowledge base to handle any nuances and complexities that may arise during your project to keep promised deadlines.
- Trileaf prides itself on maintaining the strong relationships we've built with both State and Tribal Historic Preservation Offices in Missouri and nationwide.

Trileaf Cultural Resources professionals work to ensure high quality, time sensitive, and cost-effective project completion, which is supported by our project success both locally and nationwide.

1. In the last ten years, Trileaf's Tribal Consultation Team has completed over **970** projects in Missouri requiring Tribal Consultation.
2. Trileaf's Cultural Resources Team has completed over 4,400 archaeological investigations and over 180 tribal monitoring jobs nationwide since January 2017.
 - a. Trileaf completes all pre-field archival research, SHPO file reviews for above ground and archaeological resources, GIS mapping, fieldwork, report production, and THPO and SHPO consultation.
 - b. All Trileaf projects meet Federal, State, and Tribal standards.
3. Trileaf's archaeologists have successfully completed over 400 projects in Missouri, receiving both SHPO and THPO clearance.
 - a. This includes archaeological monitoring and phase I archaeological surveys.
4. Trileaf works throughout the state of Missouri on telecom projects and has recently been awarded multiple non-telecom projects, including Recreational Trails Projects (RTP) for Perry County Heritage Tourism and the City of Ironton, Land and Water Conservation Fund (LWCF) improvement projects for the City of Manchester, the Boonslick Regional Planning Commission, and Community Development Block Grant (CDBG) project for the City of Poplar Bluff, and a Stormwater improvement project in Cole County.
 - a. Trileaf is also experienced in completing USDA Rural Development Business and Industry and Clean Water State Revolving Fund (CWSRF) projects nationwide.
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PAST RECORD OF PERFORMANCE

Trileaf understands that our service requires the utmost attention to detail. We know that our deliverables facilitate our clients' compliance responsibilities under the regulatory frameworks of NEPA and Section 106 reviews. As such, we embody that responsibility by acting in our clients' best interests at all times.

Trileaf archaeologists have the experience and expertise to provide our clients with guidance—in consultation with agency/SHPO/THPO reviewers—toward best practices in site avoidance, minimization of project effects, or creative strategies for mitigation, when necessary.

Trileaf is Responsive: One of the most consistent pieces of feedback we receive from clients is related to our exceptional responsiveness. This stems from Trileaf’s internal management training: Trileaf managers answer all emails within one (1) hour of receipt and complete all projects on time.

Trileaf is its Employees: We employ only full-time professionals—not contractors—to perform all aspects of our primary suite of services. This ensures consistent responsiveness, quality deliverables, and rapid turnaround times. Trileaf is committed to employing professionals devoted to being true partners. We believe commitment to our employees yields commitment to our clients.

Trileaf Corporation maintains a vigorous system of Quality Control and Quality Assurance (QA/QC). This QA/QC system includes the following basic tenets:

1. **Assignment of a Single Point of Contact:** Each client of Trileaf Corporation is assigned a single, experienced Trileaf Point of Contact (POC). This person is a Project Manager with the experience necessary to actively manage and proactively anticipate challenges that may affect the timeline or budget of the project. This POC is responsible for the acceptance, initiation, active tracking, QA/QC, and ultimate delivery of the project(s) deliverable(s).
2. **Real-Time Tracking:** Trileaf employees utilize Trileaf’s homegrown, network-based project tracking software application called ‘Trinet.’ Trinet includes both date fields as well as comment fields, and all employees are required to keep it updated in real-time. As such, at any time, Trileaf’s POC can retrieve real-time information on the status of the project. In addition, Trileaf’s POC can pull ‘project trackers’ out of Trinet, in excel format, to both run statistics and ensure project timelines and budgets are being met.
 - a. As a standard Trileaf value-added service, Trileaf can run and submit project trackers at any interval requested by our client utilizing this system.

KNOWLEDGE OF COMPLIANCE

Trileaf’s cultural resources team is led by skilled Project Managers with the ability to identify and manage specific project objectives, provide technical guidance and assistance in completion of project tasks by qualified staff members, and anticipate any project needs or nuances. Our project managers believe that proactive and regular communication with our clients and stakeholders is paramount to successful project completion. For instance, using our in-house project management software, Project Managers can provide stakeholders with regular project trackers, which can be run to monitor project progress in real time to ensure project milestones and deliverables are completed on time. Additionally, all cultural resources deliverables are subject to a rigorous process of review by both peers and project managers to ensure quality and client satisfaction.

Our project managers and qualified staff have extensive experience establishing the background and context for projects utilizing resources that include, but are not limited to, the Missouri State Historic Preservation Office’s National Register Sites and Districts, Certified Local Districts and Architectural Surveys online map and the Archaeology Viewer online maps, and locally relevant archival resources and repositories. Archaeological and archival background research will be completed prior to all field investigations.

Trileaf utilizes handheld GPS units and digital data collection software for accurate and secure recordation and mapping of cultural resources during all field investigations. For production of forms, reports, and all other deliverables, Trileaf utilizes Microsoft Office Suite, Adobe Acrobat Pro, and ArcGIS. Trileaf utilizes Microsoft OneDrive for ease of secure file sharing with clients.

TESTIMONIALS AND REFERENCES

“We are so excited to get our park project back on track! Thank you for your expert leadership and understanding of what we needed even when we didn’t. The Trileaf team was quick to help and wonderful to work with.” – **Trish Erzfeld, Perry County Heritage Tourism**

“Thank you for keeping us in the loop so well with all of your updates. You are one of the few people who consistently keeps us abreast of the project as it continues. We greatly appreciate the extra work you do to send us out these updates.” – Virginia Mae O’Boyle, Spirit Lake Nation

“I just want to take this opportunity to say what a pleasure it has been receiving your submittals. They are very well formatted and are used for reference when training my replacement and any temporary employees we’ve had over the years. I have truly appreciated the level of excellence provided by you and Trileaf.” – Fawn Cheshewalla, Osage Nation

References	
Trish Erzfeld Perry County Heritage and Tourism Office trish@perryvillemo.com	Donna-Marie Stipo - National Director- Regulatory Compliance - Tillman Infrastructure dmstipo@tillmaninfrastructure.com
Tim Sumner, PE, CRM, CSM - Project Engineer / Manager - Crawford, Murphy & Tilly, Inc. tsumner@cmtengr.com	

PROPOSAL

In response to the request for cultural resources services by Bartlett & West, Trileaf has prepared the following proposal for cultural resources services. The cultural resources survey will be limited to the area of direct effects (Direct APE) for the below referenced project in Randolph County, Missouri. The proposed project is understood by Trileaf to be the widening of Business Rote 63 between East Rollins Street and Wisdom Street for a project area of approximately 7.4-acres. This includes intersection improvements at East Burkheart Street, Woodland Avenue, East Wightman Street, East Logan Street, East Lee Street, and Est Carpenter Street. This proposal does not include any assessment of architectural properties that may fall within or near to the proposed construction areas.

To identify archaeological artifacts and/or sites within this topographic setting, the proposed cultural resources survey strategy will necessitate systematic subsurface testing in the form of shovel test pits (STPs). As such, STPs will be excavated throughout the entirety of the APE-DE in no more than 15-meter intervals, in accordance with *The Archaeological Survey Standards of the Missouri State Historic Preservation Office*.

Based upon the information at hand, Trileaf proposes to complete the following tasks:

ARCHAEOLOGICAL RECORDS CHECK AND LITERATURE REVIEW

Trileaf will conduct a literature review to collect data on known cultural resources with a one-mile radius of all elements associated with the current undertaking. The data collected will be limited to that available online from the Missouri State Historic Preservation Office (MOSHPO) Archaeology Viewer, as well as the SHPO site file holdings, as needed.

PHASE I ARCHAEOLOGICAL SURVEY

Trileaf will conduct a Phase I archaeological survey for the project’s defined area of direct effects, as described previously in this proposal. This work will incorporate appropriate methods of identification for both precontact and historical archaeological resources. The goals for Phase I Archaeological survey include:

- Identify archaeological resources within the Area of Potential Effect (APE) and document their specific archaeological contexts.
- To assess the potential for encountering intact soils and archaeological sites, shovel testing will be implemented throughout the APE-DE at no more than 15-meter intervals per MOSHPO guidelines.
- If possible, determine the eligibility of each archaeological resource for listing in the NRHP.
- Discuss eligibility/non-eligibility of minor and/or repetitiously occurring sites.
- Identify those archaeological resources that are recommended for additional testing to evaluate their NRHP eligibility.

Trileaf has made several assumptions regarding the completion of this archaeological survey. Our assumptions include:

- No formal consultation with SHPO will be required prior to survey.
- No more than two archaeological resources requiring recordation will be identified during the survey.
- No deep testing will be required.
- No more than three (3) days will be required for the completion of the Phase I investigations.
- No formal safety training or specialized safety PPE will be required.
- No special permitting will be required prior to initiating field surveys.
- Any artifacts recovered from private land will be returned to the landowners.
- Any artifacts recovered from public land may be subject to a curation agreement.

Survey Methods for the archaeological survey will include:

- Use of GPS devices during Phase I data collection and to provide UTM coordinates for all field datums, and site boundaries as needed.
- Field methods and reporting format consistent with the *Missouri Historic Preservation Office Archaeological Survey Standards*.

PHASE I REPORTING

Trileaf will submit the following deliverables:

- One (1) electronic copy of the resulting cultural resources survey report in PDF format

SCHEDULING

Trileaf proposes to mobilize a crew consisting of one (1) Field Director and one (1) Field Technician. Located approximately two (2) hours southeast of Moberly in Des Peres, MO, Trileaf's cultural resources team is prepared to mobilize for this project quickly and efficiently. Field work will commence within 10 business days from the receipt of Notice to Proceed. If no archaeological sites are located a final report will be submitted within 5 business days of the completion of fieldwork. In total the project shall not exceed 20 business days from the receipt of Notice to Proceed.

Note: The MOSHPO will not allow archaeological survey if the ground is snow covered or if the soil is frozen. These winter conditions affect the archaeologist's ability to identify surface artifacts and features, recognize soil changes in STPs, and document or collect artifacts in a controlled manner. Trileaf will monitor winter conditions and communicate the need to reschedule fieldwork promptly.

Sean Stretton, M.S., RPA, will serve as Principal Investigator for the archaeological investigations for this project. Mr. Stretton has successfully completed countless projects throughout Missouri and has been cleared by Osage Nation on all projects. Our experienced staff understands and are prepared to handle any nuances and complexities that may arise during your project to maintain our promised timelines.

COST ESTIMATE

- Trileaf can perform the work described above for a lump sum of **\$4,200.00**.

As noted previously, this cost estimate is based upon several assumptions. If any of the assumptions listed above do not hold true, revisions to both the scope of work and provided cost estimate amount may be required.

We look forward to the opportunity to work with you in the successful completion of this project. If you have any questions or need additional information, please don't hesitate to contact me.

CONCLUSION

The proposal shall remain in effect for (90) days from the date of this document.

We would like to thank you for giving Trileaf Corporation the opportunity to present this proposal. If you have any questions or would like to discuss any portion of this proposal in more detail, please contact me at our office at any time. We look forward to working with you on this and many future projects.

Sincerely,

Sean Stretton, M.S, RPA
Cultural Resources Project Manager
Trileaf Corporation

Accepted By: _____
Bartlett&West

Date: _____





Professional Resume

SEAN STRETTON

SENIOR PROJECT ARCHAEOLOGIST

Education

M.S. Archaeology
Illinois State University / Bloomington-Normal, IL

B.S. Anthropology
Grand Valley State University / Allendale, MI

Areas of Expertise

Mr. Stretton is a Secretary of the Interior (SOI) qualified archaeologist and is a member of the Register of Professional Archaeologists (RPA). Mr. Stretton specializes in performing and managing Archaeological Phase I, II, and III investigations, and assessments of historical and prehistoric archaeological sites.

Mr. Stretton has over 15 years of professional experience in cultural resource management, working primarily throughout the Midwestern states. His background includes performing—under Section 106—archival research, historical context preparation, archaeological field reconnaissance, data recovery, mitigation, artifact analysis, and final report preparation. Mr. Stretton’s professional interests include the archaeology of Prehistoric Eastern North America with an emphasis on the Middle Woodland Period (500 BC – AD 500). Mr. Stretton also has experience with ArcGIS.

Additional areas of expertise and experience includes:

Archaeological and Architectural Impacts
Field Reconnaissance
Topographic Site Mapping

Form 620/621 Submittals
Historical Topographic Maps and Aerial Imagery
Section 106 Compliance

Additional Information and Professional Memberships

Register of Professional Archaeologists (RPA)
Society for American Archaeology (SAA)
Midwest Archaeological Conference (MAC)
Illinois Archaeological Society (IAS)



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TRILEAF CORPORATION

GENERAL TERMS AND CONDITIONS – Cultural Resources

- 1. CONTRACT:** These Standard Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing.
- 2. SCOPE OF WORK:** TRILEAF shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered a firm figure unless otherwise specifically stated in the contract. If unexpected site conditions are discovered, the scope of work may change.
- 3. ACCESS TO SITES:** When the Scope of Work includes a site visit to be performed by a TRILEAF employee, unless otherwise-agreed, the Client shall furnish TRILEAF with right-of-access to the site in order to conduct the on-site activities. This right-of-access will include freedom to access all spaces within the site as necessary to complete TRILEAF's proposed scope of work. Should an on-site contact be provided to TRILEAF to arrange access, such contact should be provided at the time of notice-to-proceed. TRILEAF will make every effort to notify the aforementioned on-site contact (if provided) prior to TRILEAF's visit. Should TRILEAF conduct these good faith efforts, and receive approval to visit the site, only to be turned away prior to completing the on-site activities, TRILEAF reserves the right to invoice for travel to the site. While TRILEAF will take reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work, some damage may occur.
- 4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the Client to advise TRILEAF of any known or suspected hazardous substances which are or may be related to the services provided. Such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which TRILEAF may be provided or obtain performing its services or which exist or may exist on or near any premises upon which work is to be performed by TRILEAF's employees, agents or subcontractors. If during the course of providing services, TRILEAF observes or suspects the existence of unanticipated hazardous materials, TRILEAF may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a re-negotiation of scope of services and fees. In the event that such re-negotiation cannot occur to the satisfaction of TRILEAF, TRILEAF may at its option terminate this contract. It is understood and agreed that TRILEAF is not, and has no responsibility as a handler, generator, operator, treated or storer, transporter or disposer of hazardous or toxic substances found or identified at a site.
- 5. CONSTRUCTION:** In consideration that our Consulting Services do not include construction administration, or site visits during the construction process (unless otherwise noted above), owner agrees that TRILEAF is not financially responsible for any construction change orders that may occur as the result of previously unknown landlord requirements prior to the

construction permit approval and subsequent start of construction. TRILEAF shall not be held financially responsible if not afforded the opportunity to re-design or mitigate any omission on the drawings.

- 6. DOCUMENTS:** All reports, notes, drawings, specifications, data, calculations, and other documents prepared by TRILEAF (“Documents”) are instruments of TRILEAF’S services that shall remain TRILEAF’S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without TRILEAF’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to TRILEAF’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless TRILEAF from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
- 7. STANDARD OF CARE:** TRILEAF and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated cultural resources professionals, and cultural resources professionals practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. TRILEAF shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
- 8. OPINION OF PROBABLE COSTS:** When required as part of our services, TRILEAF will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by TRILEAF hereunder will be made on the basis of TRILEAF’S experience and qualifications and will represent TRILEAF’S judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that TRILEAF does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
- 9. SUSPENSION/TERMINATION OF WORK:** The Client may, upon seven (7) days written notice, suspend or terminate further work by TRILEAF. The Client shall remain liable for, and shall promptly pay TRILEAF for all services rendered to the date of suspension or termination. TRILEAF may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.
- 10. LIABILITY:** TRILEAF will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that TRILEAF’S total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, TRILEAF’S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed \$50,000 or TRILEAF’S total fee for the services rendered on this project, whichever is greater.
- 11. BILLING AND PAYMENT:** TRILEAF will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law on past due accounts.
- 12. CONSEQUENTIAL DAMAGES:** TRILEAF and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of

business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

13. PRECEDENCE: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TRILEAF's services.

14. MISCELLANEOUS

- a. **Governing Law:** The substantive laws of Missouri shall govern any disputes between TRILEAF and the Client arising out of the interpretation and performance of this Agreement.
- b. **Mediation:** TRILEAF and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
- c. **TRILEAF Reliance:** Unless otherwise specifically indicated in writing, TRILEAF shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
- d. **Certifications:** TRILEAF shall not be required to sign any documents, no matter by whom requested, that would result in TRILEAF'S having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- e. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or TRILEAF. TRILEAF's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against TRILEAF because of this Agreement or TRILEAF's performance of services hereunder.





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February 25, 2024

Bartlett&West

Attn: Austin Johnson
601 Monroe Street, Suite 201
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RE: Moberly, Missouri, Business Route 63 Widening, Architecture Survey, Randolph County, Missouri.

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- Our experienced staff understands and are prepared to handle any nuances and complexities that may arise during your project to maintain our promised timelines.
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Trileaf archaeologists have the experience and expertise to provide our clients with guidance—in consultation with agency/SHPO/THPO reviewers—toward best practices in site avoidance, minimization of project effects, or creative strategies for mitigation, when necessary.

Trileaf is Responsive: One of the most consistent pieces of feedback we receive from clients is related to our exceptional responsiveness. This stems from Trileaf’s internal management training: Trileaf managers answer all emails within one (1) hour of receipt and complete all projects on time.

Trileaf is its Employees: We employ only full-time professionals—not contractors—to perform all aspects of our primary suite of services. This ensures consistent responsiveness, quality deliverables, and rapid turnaround times. Trileaf is committed to employing professionals devoted to being true partners. We believe commitment to our employees yields commitment to our clients.

Trileaf Corporation maintains a vigorous system of Quality Control and Quality Assurance (QA/QC). This QA/QC system includes the following basic tenets:

1. **Assignment of a Single Point of Contact:** Each client of Trileaf Corporation is assigned a single, experienced Trileaf Point of Contact (POC). This person is a Project Manager with the experience necessary to actively manage and proactively anticipate challenges that may affect the timeline or budget of the project. This POC is responsible for the acceptance, initiation, active tracking, QA/QC, and ultimate delivery of the project(s) deliverable(s).
2. **Real-Time Tracking:** Trileaf employees utilize Trileaf’s homegrown, network-based project tracking software application called ‘Trinet.’ Trinet includes both date fields as well as comment fields, and all employees are required to keep it updated in real-time. As such, at any time, Trileaf’s POC can retrieve real-time information on the status of the project. In addition, Trileaf’s POC can pull ‘project trackers’ out of Trinet, in excel format, to both run statistics and ensure project timelines and budgets are being met.
 - a. As a standard Trileaf value-added service, Trileaf can run and submit project trackers at any interval requested by our client utilizing this system.

KNOWLEDGE OF COMPLIANCE

Trileaf’s cultural resources team is led by skilled Project Managers with the ability to identify and manage specific project objectives, provide technical guidance and assistance in completion of project tasks by qualified staff members, and anticipate any project needs or nuances. Our project managers believe that proactive and regular communication with our clients and stakeholders is paramount to successful project completion. For instance, using our in-house project management software, Project Managers can provide stakeholders with regular project trackers, which can be run to monitor project progress in real time to ensure project milestones and deliverables are completed on time. Additionally, all cultural resources deliverables are subject to a rigorous process of review by both peers and project managers to ensure quality and client satisfaction.

Our project managers and qualified staff have extensive experience establishing the background and context for projects utilizing resources that include, but are not limited to, the Missouri State Historic Preservation Office’s National Register Sites and Districts, Certified Local Districts and Architectural Surveys online map and the Archaeology Viewer online maps, and locally relevant archival resources and repositories. Archaeological and archival background research will be completed prior to all field investigations.

Trileaf utilizes handheld GPS units and digital data collection software for accurate and secure recordation and mapping of cultural resources during all field investigations. For production of forms, reports, and all other deliverables, Trileaf utilizes Microsoft Office Suite, Adobe Acrobat Pro, and ArcGIS. Trileaf utilizes Microsoft OneDrive for ease of secure file sharing with clients.

TESTIMONIALS AND REFERNCES

“We are so excited to get our park project back on track! Thank you for your expert leadership and understanding of what we needed even when we didn’t. The Trileaf team was quick to help and wonderful to work with.” – Trish Erzfeld, Perry County Heritage Tourism

“Thank you for keeping us in the loop so well with all of your updates. You are one of the few people who consistently keeps us abreast of the project as it continues. We greatly appreciate the extra work you do to send us out these updates.” – **Virginia Mae O’Boyle, Spirit Lake Nation**

“I just want to take this opportunity to say what a pleasure it has been receiving your submittals. They are very well formatted and are used for reference when training my replacement and any temporary employees we’ve had over the years. I have truly appreciated the level of excellence provided by you and Trileaf.” – **Fawn Cheshewalla, Osage Nation**

References	
Trish Erzfeld Perry County Heritage and Tourism Office trish@perryvillemo.com	Donna-Marie Stipo - National Director- Regulatory Compliance - Tillman Infrastructure dmstipo@tillmaninfrastructure.com
Tim Sumner, PE, CRM, CSM - Project Engineer / Manager - Crawford, Murphy & Tilly, Inc. tsumner@cmtengr.com	

PROPOSAL

In response to the request for cultural resources services by Bartlett & West, Trileaf has prepared the following supplemental proposal to conduct architectural survey of all structures within 100-feet of the proposed project. The proposed project is understood by Trileaf to be a 100-ft buffer of the proposed widening of Business Route 63 between East Rollins Street and Wisdom Street for a project area of approximately 7.4-acres. This includes intersection improvements at East Burkheart Street, Woodland Avenue, East Wightman Street, East Logan Street, East Lee Street, and East Carpenter Street.

To identify architectural resources Trileaf will survey the project area and photograph all standing structures within a defined 100-foot buffer to the project construction areas. Trileaf will then make recommendations of the potential NRHP eligibility of the identified structures.

Based upon the information at hand, Trileaf proposes to complete the following tasks:

ARCHITECTURAL RECORDS CHECK AND LITERATURE REVIEW

Trileaf will conduct a literature review to collect data on known architectural resources within a 100-ft buffer of all elements associated with the current undertaking. The data collected will be limited to that available online from the Missouri State Historic Preservation Office (MOSHPO) Archaeology Viewer, as well as The National Register of Historic Places

Trileaf has made several assumptions regarding the completion of this archaeological survey. Our assumptions include:

- No formal consultation with SHPO will be required prior to survey.
- No more than two archaeological resources requiring recordation will be identified during the survey.
- No deep testing will be required.
- No more than two (2) days will be required for the completion of the Architecture Photography.
- No formal safety training or specialized safety PPE will be required.
- No special permitting will be required prior to initiating field surveys.

REPORTING

Trileaf will submit the following deliverables:

- One (1) electronic copy of the resulting architectural survey report in PDF format.

SCHEDULING

Trileaf proposes to mobilize a crew consisting of one (1) Architectural Historian. Located approximately two (2) hours southeast of Moberly in Des Peres, MO, Trileaf’s cultural resources team is prepared to mobilize for this

project quickly and efficiently. Field work will commence within 10 business days from the receipt of Notice to Proceed. A final report will be submitted within 10 business days of the completion of fieldwork. In total the project shall not exceed 20 business days from the receipt of Notice to Proceed.

Sean Stretton, M.S., RPA, will serve as Project Manager and Mr. Jacob Waters will serve as Architectural Historian. Our experienced staff understands and are prepared to handle any nuances and complexities that may arise during your project to maintain our promised timelines.

COST ESTIMATE

- Trileaf can perform the work described above for a lump sum of **\$3,200.00**.

As noted previously, this cost estimate is based upon several assumptions. If any of the assumptions listed above do not hold true, revisions to both the scope of work and provided cost estimate amount may be required. We look forward to the opportunity to work with you in the successful completion of this project. If you have any questions or need additional information, please don't hesitate to contact me.

CONCLUSION

The proposal shall remain in effect for (90) days from the date of this document.

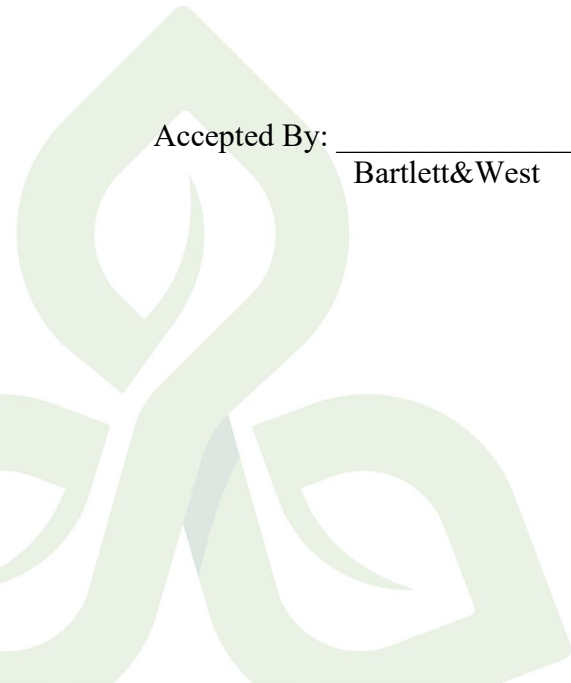
We would like to thank you for giving Trileaf Corporation the opportunity to present this proposal. If you have any questions or would like to discuss any portion of this proposal in more detail, please contact me at our office at any time. We look forward to working with you on this and many future projects.

Sincerely,

Sean Stretton, M.S, RPA
Cultural Resources Project Manager
Trileaf Corporation

Accepted By: _____
Bartlett&West

Date: _____





Professional Resume

SEAN STRETTON

SENIOR PROJECT ARCHAEOLOGIST

Education

M.S. Archaeology
Illinois State University / Bloomington-Normal, IL

B.S. Anthropology
Grand Valley State University / Allendale, MI

Areas of Expertise

Mr. Stretton is a Secretary of the Interior (SOI) qualified archaeologist and is a member of the Register of Professional Archaeologists (RPA). Mr. Stretton specializes in performing and managing Archaeological Phase I, II, and III investigations, and assessments of historical and prehistoric archaeological sites.

Mr. Stretton has over 15 years of professional experience in cultural resource management, working primarily throughout the Midwestern states. His background includes performing—under Section 106—archival research, historical context preparation, archaeological field reconnaissance, data recovery, mitigation, artifact analysis, and final report preparation. Mr. Stretton's professional interests include the archaeology of Prehistoric Eastern North America with an emphasis on the Middle Woodland Period (500 BC – AD 500). Mr. Stretton also has experience with ArcGIS.

Additional areas of expertise and experience includes:

Archaeological and Architectural Impacts
Field Reconnaissance
Topographic Site Mapping

Form 620/621 Submittals
Historical Topographic Maps and Aerial Imagery
Section 106 Compliance

Additional Information and Professional Memberships

Register of Professional Archaeologists (RPA)
Society for American Archaeology (SAA)
Midwest Archaeological Conference (MAC)
Illinois Archaeological Society (IAS)



Professional Resume

JACOB WATERS

ARCHITECTURAL
HISTORIAN/ASSISTANT PROJECT
MANAGER

Education

Historic Preservation, M.A.
Southeast Missouri State University / Cape Girardeau, MO

Areas of Expertise

Mr. Waters operates as the primary point-of-contact for clients regarding Architectural History over a large geography, specializing within the Midwest Region of the United States. Mr. Waters is a Secretary of the Interior (SOI) qualified Architectural Historian.

Environmental, Architectural and Preservation expertise:

Architectural Impacts
SHPO Consultation in 35 states
Condition Assessment Reports (CAR)
Photographic Archival Records (PAR)
National Register Nominations

Field Reconnaissance
Section 106 Compliance
Historical Topographic Maps and Aerial Imagery
Land Use History
Phase 1 Environmental Site Assessments

Affiliations

Member of the Board/Academic Liaison for the Glenn House Historic Site; Cape Girardeau, MO 2014-2017
Intern/Document Manager for the Felix Valle House State Historic Site, Ste. Genevieve, MO 2016-17



1515 Des Peres Road, Suite 200, Saint Louis, Missouri 63131 - 314.997.6111 - www.trileaf.com

TRILEAF CORPORATION

GENERAL TERMS AND CONDITIONS – Cultural Resources

- 1. CONTRACT:** These Standard Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing.
- 2. SCOPE OF WORK:** TRILEAF shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered a firm figure unless otherwise specifically stated in the contract. If unexpected site conditions are discovered, the scope of work may change.
- 3. ACCESS TO SITES:** When the Scope of Work includes a site visit to be performed by a TRILEAF employee, unless otherwise-agreed, the Client shall furnish TRILEAF with right-of-access to the site in order to conduct the on-site activities. This right-of-access will include freedom to access all spaces within the site as necessary to complete TRILEAF's proposed scope of work. Should an on-site contact be provided to TRILEAF to arrange access, such contact should be provided at the time of notice-to-proceed. TRILEAF will make every effort to notify the aforementioned on-site contact (if provided) prior to TRILEAF's visit. Should TRILEAF conduct these good faith efforts, and receive approval to visit the site, only to be turned away prior to completing the on-site activities, TRILEAF reserves the right to invoice for travel to the site. While TRILEAF will take reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work, some damage may occur.
- 4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the Client to advise TRILEAF of any known or suspected hazardous substances which are or may be related to the services provided. Such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which TRILEAF may be provided or obtain performing its services or which exist or may exist on or near any premises upon which work is to be performed by TRILEAF's employees, agents or subcontractors. If during the course of providing services, TRILEAF observes or suspects the existence of unanticipated hazardous materials, TRILEAF may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a re-negotiation of scope of services and fees. In the event that such re-negotiation cannot occur to the satisfaction of TRILEAF, TRILEAF may at its option terminate this contract. It is understood and agreed that TRILEAF is not, and has no responsibility as a handler, generator, operator, treated or storer, transporter or disposer of hazardous or toxic substances found or identified at a site.
- 5. CONSTRUCTION:** In consideration that our Consulting Services do not include construction administration, or site visits during the construction process (unless otherwise noted above), owner agrees that TRILEAF is not financially responsible for any construction change orders that may occur as the result of previously unknown landlord requirements prior to the

construction permit approval and subsequent start of construction. TRILEAF shall not be held financially responsible if not afforded the opportunity to re-design or mitigate any omission on the drawings.

- 6. DOCUMENTS:** All reports, notes, drawings, specifications, data, calculations, and other documents prepared by TRILEAF (“Documents”) are instruments of TRILEAF’S services that shall remain TRILEAF’S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without TRILEAF’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to TRILEAF’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless TRILEAF from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
- 7. STANDARD OF CARE:** TRILEAF and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated cultural resources professionals, and cultural resources professionals practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. TRILEAF shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
- 8. OPINION OF PROBABLE COSTS:** When required as part of our services, TRILEAF will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by TRILEAF hereunder will be made on the basis of TRILEAF’S experience and qualifications and will represent TRILEAF’S judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that TRILEAF does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
- 9. SUSPENSION/TERMINATION OF WORK:** The Client may, upon seven (7) days written notice, suspend or terminate further work by TRILEAF. The Client shall remain liable for, and shall promptly pay TRILEAF for all services rendered to the date of suspension or termination. TRILEAF may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.
- 10. LIABILITY:** TRILEAF will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that TRILEAF’S total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, TRILEAF’S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed \$50,000 or TRILEAF’S total fee for the services rendered on this project, whichever is greater.
- 11. BILLING AND PAYMENT:** TRILEAF will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law on past due accounts.
- 12. CONSEQUENTIAL DAMAGES:** TRILEAF and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of

business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

13. PRECEDENCE: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TRILEAF's services.

14. MISCELLANEOUS

- a. **Governing Law:** The substantive laws of Missouri shall govern any disputes between TRILEAF and the Client arising out of the interpretation and performance of this Agreement.
- b. **Mediation:** TRILEAF and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
- c. **TRILEAF Reliance:** Unless otherwise specifically indicated in writing, TRILEAF shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
- d. **Certifications:** TRILEAF shall not be required to sign any documents, no matter by whom requested, that would result in TRILEAF'S having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- e. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or TRILEAF. TRILEAF's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against TRILEAF because of this Agreement or TRILEAF's performance of services hereunder.

