

BILL NO.: 18-1002

ORDINANCE NO.: 18-

0412

INTRODUCED BY: COUNCIL MEMBER(S) Bickroshi

1 **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**
2 **AWARD THE ENGINEERING SERVICES CONTRACT AND TO EXECUTE**
3 **THE AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI AND CDG**
4 **ENGINEERS, INC., FOR THE MILLER ROAD, PHASE 1 AT SPRING FOREST**
5 **ROAD IMPROVEMENTS PROJECT DESIGNATED AS PROJECT STP-5403**
6 **(680) IN COUNCIL DISTRICTS 3 AND 4.**

7 **WHEREAS,** Jefferson County, Missouri issued a Request for Qualifications for
8 design and construction engineering services for the Miller Road, Phase 1 at Spring
9 Forest Road Improvements Project designated as project STP-5403 (680); and

10 **WHEREAS,** Jefferson County, Missouri in response to a certain Request for
11 Qualifications issued by the County, received proposals for design and construction
12 engineering services for the Miller Road, Phase 1 at Spring Forest Road Improvements
13 Project designated as project STP-5403 (680); and

14 **WHEREAS,** after reviewing the proposals, the County selected three qualified
15 engineering firms to interview for the Miller Road, Phase 1 at Spring Forest Road
16 Improvements Project. Those firms were TWM, Inc., CDG Engineers, Inc., and Oates
17 Associates; and

FILED

OCT 16 2018

RANDY B. HOLMAN
COUNTY CLERK, JEFFERSON COUNTY, MO

1 **WHEREAS**, after interviewing the three qualified engineering firms, the County
2 has determined that a certain engineering firm, CDG Engineers, Inc., represents the best
3 qualified proposal for the Miller Road, Phase 1 at Spring Forest Road Improvements
4 Project and meets the Request for Qualifications by the County; and

5 **WHEREAS**, Jefferson County, Missouri finds it now necessary and in the best
6 interest of the County to award the Miller Road, Phase 1 at Spring Forest Road
7 Improvements Project to CDG Engineers, Inc., as the best qualified firm and to execute
8 an agreement for the design and construction engineering services contract not to exceed
9 ninety-two thousand two hundred dollars and no cents (**\$92,200.00**), subject to budgetary
10 limitations and conditional on the concurrence of the Missouri Department of
11 Transportation and the Federal Highway Administration. A copy of said agreement is
12 attached hereto as Exhibit A.

13 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
14 **COUNCIL, AS FOLLOWS:**

15 Section 1. The County awards the design and construction engineering services
16 contract for the Miller Road, Phase 1 at Spring Forest Road Improvements Project to the
17 best qualified firm for the project, being CDG Engineers, Inc. in an amount not to exceed
18 ninety-two thousand two hundred dollars and no cents (**\$92,200.00**), subject to budgetary
19 limitations and conditional on the concurrence of the Missouri Department of
20 Transportation and the Federal Highway Administration.

21 Section 2. The Jefferson County, Missouri, Council authorizes the County
22 Executive to execute the agreement with CDG Engineers, Inc., and any bid or document

1 necessary to effectuate the award of the contract set forth in the Ordinance. A copy of
2 said agreement is attached hereto as Exhibit A and incorporated by reference.

3 Section 3. Copies of all Request for Qualifications, responses thereto, any
4 contract agreements and change orders shall be maintained by the Department of the
5 County Clerk consistent with the rules and procedures for the maintenance and retention
6 of records as promulgated by the Secretary of State.


7 Section 4. This Ordinance shall be in full force and effect from and after its date
8 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall
9 not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>Abstain</u>
Council Member District 5, Daniel Darian	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 9th DAY OF October, 2018:

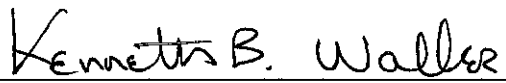
PASSED FAILED


Don Bickowski, County Council Chair

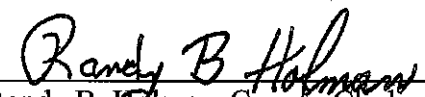

Pat Schlette, Council Administrative Assistant

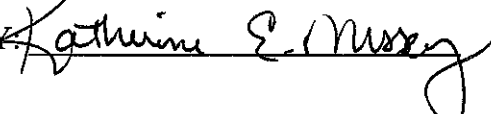
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15th DAY OF OCTOBER, 2018.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2018.


Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Randy B. Holman, County Clerk

BY 

Reading Date: 10-09-2018

SPONSOR: Jefferson County, Missouri
LOCATION: Miller Road
PROJECT: STP-5403(680) Miller Road Improvements, Phase 1 at Spring Forest Road

THIS CONTRACT is between Jefferson County, Missouri, hereinafter referred to as the "Local Agency", and CDG Engineers, Inc., One Campbell Plaza, St. Louis, Missouri 63139, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its (STP) Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to improve and realign the intersection at Miller Road and Spring Forest Road (Phase 1) and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

Refer to Attachment A for the Scope of Services.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.

- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 21 ± % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
EFK Moen, LLC 13523 Barrett Parkway Drive, Suite 250 St. Louis, MO 63021	Surveying & ROW & Easement Preparation. Field Staking, if needed.	\$ 19,885.54	\$ 19,885.54	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. Make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. Provide the Engineer with the Local Agency's requirements for the project;
- C. Make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. Examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. Designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.
- G. All right-of-way services beyond approval of right-of-way plans.
- H. Furnish an inspector to observe the contractor's day-to-day operations.
- I. Local Agency shall furnish to (Engineer) as required for performance of (Engineer's) services (except to the extent provided otherwise in the Scope of Work), data prepared by or services of others, including, without limitation, soil borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretation of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultation; all of which (Engineer) may use and rely upon in performing its services.

- J. Local Agency shall furnish its cost 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.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. Survey Acquisition – Within 60 calendar days after receiving notice to proceed (Estimated at 1/01/19 from County).
- B. Preliminary Design Submittal – Within 180 calendar days after receipt of completed survey.
- C. Right of Way Plan Submittal – Within 120 calendar days after receipt of final approval of preliminary plans by County and MoDOT.
- D. Final Design Phase – Within 365 calendar days after completion of review of preliminary plans by County and MoDOT.
- E. PS&E Approval by MODOT shall be completed on or before 11/01/20 for 2021 Construction.
- F. Construction Engineering Phase – As required in Article I – Scope of Services, Attachment A.

The County will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 7,495.94, with a ceiling established for said design services in the amount of \$ 85,000.00, which amount shall not be exceeded.

- B. For construction phase services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 633.75, with a ceiling established for said construct phase services in the amount of \$ 7,200.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 55.652 % of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 96.447 % of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once per month and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. The Local

Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- H. **PAYMENT MILESTONES** - - The following are the maximum percentage limits (as a % of the Maximum Contract Design Services Fee, unless noted otherwise) for the engineering service contract compensation that will be paid for the stated phase of work performed:
1. Survey Completed = maximum of 25%
 2. Preliminary Plans Submitted to MoDOT = maximum of 40%
 3. Preliminary Plans Approved by MoDOT = maximum of 45%
 4. Right of Way Plans Submitted to MoDOT = maximum of 60%
 5. Right of Way Plans Approved by MoDOT = maximum of 65%
 6. PS&E Submitted to MoDOT = maximum of 90%
 7. PS&E Approved by MoDOT = maximum of 100%
 8. Completion of Construction Engineering = 100% (** of the TOTAL contract fee)
- I. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
EFK Moen, LLC (DBE)	13523 Barrett Parkway Drive Suite 250 St. Louis, MO 63021	Surveying & Data Collection for Design ROW Exhibits

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final

payment under this Agreement.

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 2nd day of October, 2018

Executed by the County this ___ day of _____, 20__.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Walker
County Executive

ATTEST: Randy B Holman
County Clerk

APPROVED AS TO FORM:

Katherine E. Mussey
Deputy Clerk

Jason L. Under
Acting County Counselor

FOR: CDG ENGINEERS, INC.

BY: James S. Newcomer
James S. Newcomer, PE, SE, Vice-President

ATTEST: Glenn D. King

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kirsty L. Appold
COUNTY AUDITOR

ATTACHMENT A

SCOPE OF SERVICES (9/12/18)

I. Programming Phase

- A. Provide information and complete an LPA Request for Environmental Review (RER) through the new Environmental Services webpage linked in the MoDOT EPG. Statement to MoDOT requesting that the project be classified as a categorical exclusion under the criteria in 23 CFR771.
- B. Additional Forms and information that may be required to be submitted include the following:
 - 1. "Cultural Resources Assessment Questionnaire Form" to be submitted to the Missouri Department of Natural Resources.
 - 2. Complete the required Section 106 Project Information Form to the State Historic Preservation Officer.
 - 3. Complete "Form AD-1006" to be submitted to the Soil Conservation Services. A sketch showing the location of the project on a USGS map shall be included. A letter shall be completed with the form to address the requirements of the Farmland Protection Policy Act.
 - 4. U.S. Army Corps of Engineers 404, MoDNR 401, or FEMA Permits, including hydraulic calculations are NOT anticipated and hours/fee are not included herein.

II. Field Surveys and Data Collection Phase

- A. Existing right-of-way and property lines shall be located.
- B. A survey baseline (and/or construction centerline) shall be established and be tied to at least one land corner. The land surveyor shall provide a centerline description for the proposed alignment.
- C. Topography survey covering area sufficient for the proposed roadway and pedestrian improvements.
- D. Roadway cross-sections shall be obtained at 50-foot intervals and driveways/entrances, a sufficient distance beyond the construction limits to determine drainage patterns.
- E. Existing utilities shall be located based on Missouri One Call System field locates.
- G. Vertical Control: a project bench mark shall be established and tied to nearest NAVD88 bench mark. Project elevations shall be issued on this newly established bench mark.

- H. Horizontal Control: at least three horizontal control points shall be established with described 3-point reference ties.
- I. The geometric alignment will be generally in accordance with the conceptual plan submitted with the approved March 2017 project TIP application and CDG will confirm with the Local Agency before proceeding with Preliminary Design Phase.

III. Preliminary Design Phase

After all field survey data has been obtained and platted, the Engineer shall provide drawings on 22" x 34" plan sheets containing the following information.

- A. Conduct first of two (1 of 2) formal site visits and walk throughs with County staff.
- B. Subsurface utility investigations (potholing) is not included in this Scope or proposed fee. Local Agency will accomplish, if needed.
- C. Prepare Preliminary Plans:
 - 1. Title and Index Sheet (1 Sheet).
 - 2. Typical Sections (1 Sheet).
 - 3. General Notes (1 Sheet).
 - 4. Control Points and Ties (1 Sheet).
 - 5. Plan and Profile Sheets – Scale: 1" = 20' Horizontal, 1" = 5' vertical at Full Size (3 Sheets). To include: survey and topo details, R/W and property lines, utility details and proposed improvements.
 - 6. Preliminary Cross Sections (3 Sheets). At a scale of 1"=10' horizontally and vertically at Full Size at 50-foot intervals and a driveways/entrances.
 - 7. Preliminary Storm Sewer Profiles (1 Sheet). At a scale of 1"=20' horizontal, 1"=5' vertical at Full Size.
 - 8. Traffic Staging and Detour Signing Plan (2 Sheets).
 - 9. Details (1 Sheet).
- D. The Local Agency has agreed this intersection can be closed during the construction of these proposed improvements and temporary traffic signals and/or a vehicle bypass at the site to maintain traffic is not needed.
- E. Prepare and submit a Preliminary Construction Cost Estimate.

- F. Apply to MoDOT for any required design variances.
- G. Submit preliminary drawings and cost estimate to the Local Agency for review and comment.
- H. If desired by Local Agency, assist with one (1) open-house style public meeting for this project and help the Local Agency staff the meeting.
- I. Utilities: Contact and coordinate relocations or adjustments needed by the existing site utilities to develop their Preliminary Plan of Adjustment revisions, as necessary (temporary or permanent).
- J. County to submit Preliminary Plans to MoDOT for review and approval.
- K. Discuss the right-of-way needs and requirements with the County before proceeding to the Right-of-Way Plan development stage.

IV. Limited Right-of-way and TCE Acquisition

- A. Right-of-way plans shall be completed and submitted after approval of preliminary plans. They shall include all items required per the "Local Public Agency Right-of-Way Manual". This shall include obtaining approval from the MoDOT to proceed with right-of-way activities. Right-of-way acquisition may involve Federal Funds.
- B. County will acquire title commitments for parcels that require property acquisition.
- C. Following receipt of MoDOT "A-Date", County will negotiate and acquire easements and new right-of-way (as needed) for construction. Hours/fee for property negotiation and acquisition are not included herein.
- D. Prepare all permanent and temporary easements and new right-of-way plats, as required, for each parcel, complete with legal descriptions for each and a legal description for the centerline of the road. Acquisition documents shall be prepared in accordance with Jefferson County standards and shall be suitable for recording with the Jefferson County Recorder of Deeds. Right of Way plats shall be handled as Warranty Deeds.
- E. If requested, stake right-of-way, permanent, and temporary easements (one time only).

V. Final Design Phase

After receipt of approval of the preliminary plans from the Local Agency and MoDOT, the Engineer shall prepare the final design in accordance with the expectations of the Local Agency Project Engineer in terms of constructability and material preference. The final design shall include the following information.

- A. Conduct second of two (2 of 2) formal site visits with County staff.

- B. After receipt of approval of the Preliminary Plans from MoDOT, prepare the Final Plans in accordance with County standards. The Final Plans will include the following sheets:
1. Title and Index Sheet including a project location map (1 Sheet).
 2. Summary of Quantities. A (summary) and B (detail) sheets. (3 Sheets).
 3. Typical Sections (1 Sheet).
 4. General Notes (1 Sheet).
 5. Control Points and Ties (1 Sheet).
 6. Plan and profile sheets (3 Sheets) at a scale of 1"=20' horizontally and 1" = 5' vertically, showing existing topography, proposed improvements including roadway reconnections, existing and proposed easements, existing utilities and relocations, if required, construction limits, and incorporate review comments from the Local Agency, Utilities and MoDOT.
 7. Cross Sections (3 Sheets). At a scale of 1" = 10' horizontally and vertically at 50-foot intervals and at driveways/entrances.
 8. Storm Sewer Profiles (1 Sheet). At a scale of 1"=20' horizontal, 1"=5' vertical at Full Size.
 9. Traffic Staging and Detour Signing Plan (2 Sheets).
 10. Pavement Warping Plans (3 Sheets). Scale: 1" = 10' Full Size.
 11. Right-of-Way Plans (2 Sheets). Scale: 1" = 20' Full Size.
 12. Details (1 Sheet).
- C. Utilities: Coordinate and confirm final relocations or adjustments needed by the existing site utilities to develop and enact their final Plan of Adjustment revisions, as necessary (temporary or permanent).
- D. Provide technical specifications including tabulations of bid quantities. Signed and sealed by a Professional Engineer.
- E. An estimate of construction costs.
- F. Submit final PS&E, (Plans, Technical Specifications and Estimates) to the Local Agency and they will submit to MoDOT for review and approval.

- G. Incorporate final comments from MoDOT and Jefferson County into the plans and technical specifications.
- H. Provide an electronic copy of the Final Plans and Specifications to the Local Agency.
- I. Copies of plans, specifications and bid documents shall be provided as an as-needed reimbursable expense. Plans shall be made available by request as full size (22"x 34") or half size (11"x17").

VI. Construction Engineering Phase

- A. Attend pre-construction meeting.
- B. Stake new right-of-way corners, if requested by Local Agency. Local Agency to set iron pins for new right-of-way, if desired, after construction.
- C. As requested by County, answer questions and interpret plans during Construction.
- D. Review shop drawings when submitted for compliance with the drawings and specifications. Review material certifications submitted by the Contractor.
- E. Make revisions (if any) to the drawings shown on markups provided by the Contractor. Submit reproducible and a copy of the record drawings to the Local Agency.

ATTACHMENT B
ESTIMATE OF COST (9/20/18)

DESIGN PHASE			
	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
I. <u>Programming Phase</u>			
Principal	2	\$ 57.21	\$ 114.42
Project Manager	12	\$ 51.49	\$ 617.88
Senior Engineer		\$ 40.24	\$ -
Project Engineer		\$ 36.75	\$ -
Design Engineer		\$ 35.02	\$ -
Technician	4	\$ 33.82	\$ 135.28
Administrative	2	\$ 26.16	\$ 52.32
Subtotal	<u>20</u>		<u>\$ 919.90</u>
II. <u>Field Surveys and Data Collection Phase</u>			
Principal	1	\$ 57.21	\$ 57.21
Project Manager	8	\$ 51.49	\$ 411.92
Senior Engineer		\$ 40.24	\$ -
Project Engineer		\$ 36.75	\$ -
Design Engineer	4	\$ 35.02	\$ 140.08
Technician	4	\$ 33.82	\$ 135.28
Administrative	4	\$ 26.16	\$ 104.64
Subtotal	<u>21</u>		<u>\$ 849.13</u>
III. <u>Preliminary Design Phase</u>			
Principal	8	\$ 57.21	\$ 457.68
Project Manager	24	\$ 51.49	\$ 1,235.76
Senior Engineer		\$ 40.24	\$ -
Project Engineer		\$ 36.75	\$ -
Design Engineer	60	\$ 35.02	\$ 2,101.20
Technician	40	\$ 33.82	\$ 1,352.80
Administrative	4	\$ 26.16	\$ 104.64
Subtotal	<u>136</u>		<u>\$ 5,252.08</u>
IV. <u>Limited Right-of-Way and TCE Acquisition</u>			
Principal	2	\$ 57.21	\$ 114.42
Project Manager	8	\$ 51.49	\$ 411.92
Senior Engineer		\$ 40.24	\$ -
Project Engineer		\$ 36.75	\$ -
Design Engineer	12	\$ 35.02	\$ 420.24
Technician	16	\$ 33.82	\$ 541.12
Administrative	2	\$ 26.16	\$ 52.32
Subtotal	<u>40</u>		<u>\$ 1,540.02</u>
V. <u>Final Design Phase</u>			
Principal	8	\$ 57.21	\$ 457.68
Project Manager	40	\$ 51.49	\$ 2,059.60
Senior Engineer	8	\$ 40.24	\$ 321.92
Project Engineer	16	\$ 36.75	\$ 588.00
Design Engineer	128	\$ 35.02	\$ 4,482.56
Technician	180	\$ 33.82	\$ 6,087.60
Administrative	12	\$ 26.16	\$ 313.92
Subtotal	<u>392</u>		<u>\$ 14,311.28</u>
Total (Phases I, II, III, IV,V)	609		\$ 22,872.41

Subtotal (From B-1)	\$22,872.41
Payroll Overhead (Est. at 55.652%)	\$12,728.95
General and Administrative Overhead (Est. at 96.447%)	\$22,059.75
Subtotal (CDG Labor Fee)	<u>\$57,661.11</u>
Fixed Fee (0.13 * \$57,661.11)	\$ 7,495.94
Subtotal	<u>\$ 65,157.05</u>
Other Direct Costs	
Travel - 5 Round Trips at 90 miles (@ \$0.545/mile)	\$ 245.25
Bid Set Printing Costs	\$ 1,000.00
Miscellaneous Non-Administrative (Field supplies, etc.)	\$ 212.16
Subtotal (Other Direct Costs)	<u>\$ 1,457.41</u>
Subcontract (Pass-Thru Costs)	
Ground Surveying (EFK Moen, LLC)	\$ 14,710.54
Right-of-Way Easement Exhibits, Assume 7 Parcels (EFK Moen, LLC)	\$ 3,675.00
Subtotal (Subcontracts)	<u>\$ 18,385.54</u>
TOTAL FEE CEILING (PE SERVICES)	<u>\$ 85,000.00</u>

CONSTRUCTION PHASE (9/14/18)

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
VI. <u>Limited Construction Phase Services</u>			
Principal	2	\$ 57.21	\$ 114.42
Project Manager	14	\$ 51.49	\$ 720.86
Senior Engineer		\$ 40.24	\$ -
Project Engineer	16	\$ 36.75	\$ 588.00
Design Engineer		\$ 35.02	\$ -
Technician	12	\$ 33.82	\$ 405.84
Administrative	4	\$ 26.16	\$ 104.64
Subtotal	<u>48</u>		<u>\$ 1,933.76</u>
Payroll Overhead (Est. at 55.652%)			\$ 1,076.18
General and Administrative Overhead (Est. at 96.447%)			\$ 1,865.05
Subtotal (CDG Labor Fee)			<u>\$ 4,874.99</u>
Fixed Fee (0.13 * \$4,874.99)			\$ 633.75
Subtotal			<u>\$ 5,508.74</u>
Other Direct Costs			
Travel (Const.)- 2 Round Trips at 90 miles (@ \$0.545/mile)			\$ 98.10
Miscellaneous Non-Administrative (Field supplies, etc.)			\$ 93.16
Subtotal (Other Direct Costs)			<u>\$ 191.26</u>
Subcontract (Pass-Thru Costs)			
Post Construction Field Staking, if needed, 1 Day (EFK Moen, LLC)			\$ 1,500.00
Subtotal (Subcontracts)			<u>\$ 1,500.00</u>
TOTAL FEE CEILING			<u><u>\$ 7,200.00</u></u>
(CONSTRUCTION PHASE SERVICES)			

**Miller-Spring Forest Intersection
Jefferson County, Missouri**

**EFK Moen, LLC
9/24/2018**

	Survey Hours	Cost
Surveys	158	\$ 5,090.30
Total Survey Hours	<u>158</u>	<u>\$5,090.30</u>
	Overhead 149.66%	<u>\$7,618.14</u>
	Subtotal	\$12,708.44
	Fixed Fee 13%	\$1,652.10
	Subtotal	\$14,360.54
Other Direct Costs:		
Property Research		\$300.00
Utility Maps		\$50.00
II. Field Surveys and Data Collection:		<u>\$14,710.54</u>
IV-D. Preparation of ROW/Easement Exhibits and Descriptions (\$525.00 each). Assumed seven (7) parcels total.		\$3,675.00
CONTRACT CEILING		<u>\$18,385.54</u>

EFK Moen, LLC Design Hours
 9/24/2018
 Design Surveys

Miller-Spring Forest Intersection
 Jefferson County

Task Description	Survey Hours					Total Cost - Survey Labor
	Survey Manager	Survey Technician	Party Chief	Instrument Operator	Total Hours	
	\$ 62.82	\$ 27.65	\$ 32.79	\$ 25.82		
General Administration	2				2	\$ 125.64
Property Research at Courthouse		8			8	\$ 221.20
Utility Research and Coordination with Dig-Rite		2			2	\$ 55.30
Establish Horizontal and Vertical Control (Modified MO State Plane Horizontally, NAVD88 Vertically)			4	4	8	\$ 234.44
Topographic Survey			20	20	40	\$ 1,172.20
Search for and Locate Property Control			12	12	24	\$ 703.32
Mapping/Drafting		24			24	\$ 663.60
Resolve Property and R/W Locations	12	12			24	\$ 1,085.64
QA/QC	2				2	\$ 125.64
Stake 4-8 Boring Locations			4	4	8	\$ 234.44
Stake Proposed ROW/Esmts for viewing			8	8	16	\$ 468.88
Survey LABOR Cost	16	46	48	48	158	\$5,090.30

Scope Information:
 Does Not Include obtaining Title Commitments

Miller-Spring Forest Intersection
Jefferson County, Missouri
EFK Moen, LLC

9/24/2018

VI-B. Monument New ROW Corners at Completion of Construction.

	Survey Hours	Cost
Summary of R/W Monument Cost	17.56	\$531.70
Total Hours	18	\$531.70
	Overhead 149.66%	\$795.74
	Subtotal	\$1,327.43
	Fixed Fee 13%	\$172.57
Monument New ROW Corners at Completion of Construction.	Total	\$1,500.00

Task Description	Survey Hours				Total Hours	Total Cost - Survey Labor
	Survey Manager	Survey Technician	Party Chief	Instrument Operator		
	\$ 62.82	\$ 27.65	\$ 32.79	\$ 25.82		
General Administration	0.56				0.5598	\$ 35.17
Office Calculations		1			1	\$ 27.65
Set Monuments			8	8	16	\$ 468.88
Survey LABOR Cost	0.56	1	8	8	17.5598	\$531.70

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

ATTACHMENT F

FIG. 136.4.15
CONFLICT OF INTEREST DISCLOSURE FORM FOR LPA/CONSULTANTS
LOCAL FEDERAL-AID TRANSPORTATION PROJECTS

Firm Name (Consultant): CDG Engineers, Inc.

Project Owner (LPA): Jefferson County, Missouri

Project Name: Miller Road Improvements, Phase 1 at Spring Forest Road

Project Number: STP-5403(680)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: James S. Newcomer, PE, SE

Signature: _____

Signature: 

Date: _____

Date: 10-2-18