

BILL NO.: 20-0201

ORDINANCE NO.: 20-0138

INTRODUCED BY: COUNCIL MEMBER(s) Reuter

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 ABNA**  
4        **ENGINEERING, INC., FOR THE JEFFERSON COUNTY BRIDGE**  
5        **REPLACEMENT PROJECT DESIGNATED AS PROJECT STP-5403 (691) IN**  
6        **COUNCIL DISTRICTS 5 & 6.**

7        **WHEREAS,** Jefferson County, Missouri issued a Request for Qualifications for  
8        design and construction engineering services for the Jefferson County Bridge Replacement  
9        Project designated as Project STP-5403 (691); 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 Jefferson County Bridge Replacement Project designated as  
13       Project STP-5403 (691); and

14       **WHEREAS,** after reviewing the proposals, the County selected three qualified  
15       engineering firms to interview for the Jefferson County Bridge Replacement Project. Those  
16       firms were ABNA Engineering, Inc., Structures, Inc., and CDG Engineers; and

17       **WHEREAS,** after interviewing the three qualified engineering firms, Jefferson  
18       County has determined that a certain engineering firm, ABNA Engineering, Inc., represents

**FILED**

FEB 13 2020

KEN WALLER  
COUNTY CLERK, JEFFERSON COUNTY, MO

1 the best qualified proposal for the Jefferson County Bridge Replacement Project and meets  
2 the Request for Qualifications by the County; and

3 **WHEREAS**, Jefferson County, Missouri finds it now necessary and in the best  
4 interest of the County to award the Jefferson County Bridge Replacement Project to ABNA  
5 Engineering, Inc., as the best qualified firm and to execute an agreement for the design and  
6 construction engineering services contract not to exceed four hundred fifty-nine thousand,  
7 two hundred twenty-eight dollars and sixty cents (**\$459,228.60**), subject to budgetary  
8 limitations and conditional on the concurrence of the Missouri Department of  
9 Transportation and the Federal Highway Administration. A copy of said agreement is  
10 attached hereto as Exhibit A.

11 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
12 **AS FOLLOWS:**

13 Section 1. Jefferson County awards the design and construction engineering  
14 services contract for the Jefferson County Bridge Replacement Project to the best qualified  
15 firm for the project, being ABNA Engineering, Inc., in an amount not to exceed four  
16 hundred fifty-nine thousand, two hundred twenty-eight dollars and sixty cents  
17 (**\$459,228.60**) subject to budgetary limitations and conditional on the concurrence of the  
18 Missouri Department of Transportation and the Federal Highway Administration.

19 Section 2. The Jefferson County, Missouri, Council authorizes the County  
20 Executive to execute any agreement or document necessary to effectuate the award of the  
21 contract set forth in the Ordinance. A copy of said agreement is attached hereto as Exhibit  
22 A and incorporated by reference.

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

5        Section 4. This Ordinance shall be in full force and effect from and after its date  
6 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall  
7 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, Brian Haskins

Yes

Council Member District 2, Renee Reuter

Yes

Council Member District 3, Phil Hendrickson

Yes

Council Member District 4, Charles Groeteke

Yes

Council Member District 5, Tracey Perry

Yes


Council Member District 6, Daniel Stallman

Yes

Council Member District 7, James Terry

Yes

**THE ABOVE BILL ON THIS 10<sup>th</sup> DAY OF FEBRUARY, 2020:**

☒ **PASSED**        ☐ **FAILED**  
  
Phil Hendrickson, County Council Chair

  
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY  
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,  
MISSOURI, THIS 11<sup>th</sup> DAY OF February, 2020.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS  
BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2020.

Dennis J. Gannon  
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller  
Ken Waller, County Clerk

BY: Katherine E. Missey

Reading Date: 02-10-2020

**JEFFERSON COUNTY  
FEDERAL PROJECT NO. STP-5403(691)  
Jefferson County Bridge Replacement Program**

**ENGINEERING SERVICES CONTRACT**

*THIS CONTRACT* is between the **County of Jefferson**, Missouri, hereinafter referred to as the "Local Agency", and ABNA Engineering, Inc. with offices located at 4140 Lindell Blvd, St. Louis, MO 63108, 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 remove and replace the follow Bridges:

1. Ambruster Road over Haverstick Creek a Tributary to Joachim Creek
2. Doss Hollow Road over a Tributary to Platin Creek
3. Harness Road over a Tributary to Hocum Hollow Creek

and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, surveying, professional and construction engineering design 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**

See Attachment A.

**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 16% 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, 100% 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:

DBE Firm Name, Street and complete mailing address	Type of DBE Service	Total \$ Value of the DBE Subcontract	Contract \$ Amount to Apply to Total DBE Goal	Percentage of Subcontract dollar value applicable to total goal
ABNA Engineering Inc 4140 Lindell Blvd St. Louis, MO 63108	Design, Geotechnical, and Survey	Prime	\$441,673.60	96.0%
Archaeological Research Center of St. Louis, Inc.	Cultural resource Survey	\$7500.00	\$7500.00.	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 agrees to comply with the "Hazard Communication Standard" of the Occupational Safety and Health Administration.
- J. If Local Agency provides a budget for the Project, it shall include contingencies for bidding, changes in the work during construction and other costs which are the responsibility of the Local Agency. Local Agency shall, at the request of (Engineer), provide a statement of funds available for the Project and their source.
- K. 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.
- L. 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.
- B. Preliminary Design Phase – Within 90 calendar days after receipt of completed survey.
- C. Right of Way Phase – Within 60 calendar days after receipt of final approval of preliminary plans by MoDOT.
- D. Final Design Phase – Within 180 calendar days after completion of review of preliminary plans by Local Agency and MoDOT.
- E. PS&E Approval by MODOT shall be completed on or before 11/30/2021.
- F. Construction Engineering Phase – 30 calendar days after County's acceptance of project form Contractor.

The Local Agency 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 \$50,161.97, with a ceiling established for said design services in the amount of \$446,297.90, which amount shall not be exceeded.
- B. For construction engineering services, the Local Public Agency will pay the Engineer the actual cost incurred plus a predetermined fixed fee of \$1,512.86, with a ceiling established for said engineering services in the amount of \$12,930.70, 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 Section A & 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 estimated at 48.77% 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 estimated at 114.92 % 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 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 monthly 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 (refer to the payment milestones below). 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 for the engineering service contract compensation that will be paid for the stated phase of work performed:
- |   |                   |
|---|-------------------|
| 1. Surveys Completed                      | = maximum of 15%  |
| 2. Preliminary Plans Submitted to MoDOT   | = maximum of 35%  |
| 3. Preliminary Plans Approved by MoDOT    | = maximum of 45%  |
| 4. Right of Way Plans Submitted to MoDOT  | = maximum of 55%  |
| 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%            |
- 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:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Archaeological Research Center of St. Louis, Inc.	2812 Woodson Road St. Louis, MO 63114	Cultural Resource Survey
Bulldog Drilling	411 Transpoint Dr. Dupo, IL 62239	Geotechnical Drilling
EMSL Analytical, Inc	3029 South Jefferson Avenue St. Louis, MO 63118	Lead & Asbestos Sample Testing

## **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 21 day of January, 2020.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR: JEFFERSON COUNTY, MISSOURI**

BY: Dennis J. Gamm  
COUNTY EXECUTIVE

ATTEST: Ken Waller Katherine E. Mussey  
County Clerk Deputy Clerk

**FOR: ABNA Engineering, Inc.**

BY: D. A. Dintch  
PRINCIPAL

ATTEST: [Signature]

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.

Kristy McNeill  
COUNTY AUDITOR

APPROVED AS TO FORM  
[Signature]  
ACTING COUNTY COUNSELOR



## **ATTACHMENT A**

### **Scope of Services For Each Location**

#### **I. Programming Phase**

- A. Provide information and complete a Programming Data FIG III-1 LPA along with a county location map. The submittal letter should include a statement requesting that the project be classified as a categorical exclusion under the criteria in 23 CFR771.
- B. Additional Forms and information that will be required to be submitted include the following:
  - 1. "Cultural Resources Assessment Questionnaire Form" and "Bridge Inventory Survey Form" to be submitted to the Missouri Department of Natural Resources. It is anticipated that an archaeological survey will be required by the Department of Natural Resources and a Phase I survey of the area will be included.
  - 2. Complete the required information for the State Historic Preservation Officer assuming a new alignment and a construction cost over \$150,000.00.
  - 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. Complete and submit a U.S. Army Corps of Engineers "404 Permit application form. An application for Section 401 Water Quality Certification Permit shall be completed and submitted to the Missouri Department of Natural Resources. A letter shall also be submitted to the Missouri Department of Conservation requesting their review of the project area.
  - 5. Complete a limited asbestos survey meeting the requirements per section 136.6.4.10.1 (Renovation and Demolition of Structures) of MoDOTs EPG manual. The survey shall provide sufficient information to complete MDNRs Asbestos Project Notification form (MO 780-1226).
  - 6. Complete testing for regulated heavy-metal-based (lead) paint that meets the requirements per section 136.6.4.10.2 (Painting Bridges and Demolition of Painted Structures) of MoDOTs EPG manual.

## **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 the nearest section corner. The land surveyor shall provide a centerline description for the proposed alignment.
- C. Creek profiles information, a minimum of 1,000 feet upstream and downstream of the bridge, shall be surveyed.
- D. Topography survey covering area sufficient for replacement of the bridge, approach roadway, intersecting streets, drives and field entrances.
- E. Roadway cross-section shall be obtained at 50 foot intervals, a sufficient distance beyond the construction limits shall be used to determine drainage patterns and any other necessary cross-section.
- F. Existing utilities shall be located.
- G. Vertical Control: a project bench mark shall be established and tied to nearest USGS 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.
- I. Discuss geometric alignment options with the County before proceeding with Preliminary Design Phase. The Engineer shall limit the number of options to two or three.

## **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. A hydraulic study for the 25 and 100 year floods and the applicable waterway opening requirements. Complete a FEMA No-Rise Certificate based on the 100-year hydraulic study performed and the existing FEMA DATA, certifying that the proposed improvement will not increase the FEMA calculated base flood elevation (if required).
- B. Typical structure section and roadway section showing the roadway width and side slopes.
- C. Preliminary plan and profile at a scale that shows the plan clearly. Said plan to include the following:
  - 1. Field Survey Data, including detailed measurements of the existing bridge.

2. Topographic information of the existing roadway and the creek.
  3. Existing property lines and easements (based on existing documents and field surveys).
  4. Existing utilities, including any known wells and individual waste systems.
  5. Proposed improvements.
  6. Creek channel modifications, if any.
  7. Preliminary roadway profile and creek flow line changes, if any.
  8. Roadway and channel cross-sections.
- D. Perform a scour analysis according to FHWA criteria for an off-system bridge.
  - E. Apply to MoDOT for any required design variances.
  - F. Submit preliminary drawings to Jefferson County and MoDOT for review and comment.
  - G. Geotechnical investigation as required to determine foundation/footing requirements.
  - H. Provide County with preliminary estimate of construction cost.
  - I. Discuss the right of way needs and requirements of the County before proceeding with the Right of Way plan development phase.

#### **IV. 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. 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. Acquisitions 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.
- C. Stake right-of-way, permanent, and temporary easements (one time only).

## **V. Final Design Phase**

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

- A. Cover Sheet with location map, sheet index, and legend of symbols.
- B. Plan and profile sheet at a scale of 1" = 20' horizontally and 1" = 5' vertically, showing existing topography, the proposed improvements including roadway reconnection, all existing and proposed easements, existing utilities and relocations, if required, creek channel modifications, construction limits, profile grade and creek flow line, and incorporate all review comments from Jefferson County, Army Corps of Engineers, and Missouri Department of Transportation.
- C. Typical creek channel sections (if modifications are required).
- D. Complete structure plans per AASHTO bridge design criteria, for HL-93 Live Loading, using LRFD. Also check the bridge for commercial zone loadings even if the structure lies beyond the Commercial Zone boundaries. The structure will be designed for Seismic Loadings also per AASHTO.
- E. All permanent and temporary easements and new right-of-way are to be shown on the plans.
- F. Final cross-sections of the proposed improvements at a scale of 1" = 10' horizontally and vertically at 50 foot intervals.
- G. Traffic staging plans or Detour Signing..
- H. Provide technical specifications including tabulations of bid quantities. Signed and sealed by a Professional Engineer.
- I. Submit final P,S&E, (Plans, Technical Specifications and Estimates) to Jefferson County and MoDOT for review and approval. The plans will be assembled in such a manner that each location can be bid as separate project or combined in a single bid package.
- J. Provide a complete structural inventory data sheet and rating of the new structures with the PS&E, including load rating calculations, and new Plate 14.
- K. Incorporate final comments from MoDOT and Jefferson County into the plans and technical specifications.
- L. Utilities: The Engineer shall contact all utilities that may be affected by this project, and shall make arrangements as necessary (temporary or permanent), that said utilities

will not impede the contractor when he begins the project. This item shall be completed prior to advertising for construction bids.

- M. Discuss with adjoining property owners the locations of any wells or individual waste systems that might affect this project. Show on plans.
- N. An estimate of construction costs.
- O. Plans to include "B" Sheet showing the breakdown of quantity locations.
- P. Provide an electronic copy of the Final Plans and Specifications to the Local Agency.
- Q. Copies of plans, specifications, and bid documents for bidding shall be provided as a reimbursable expense. Plans shall be made available as full size (22" x 34") and half size.
- R. Provide Local Agency with an Elevation Certificate.

**VI. Construction Engineering Phase**

- A. Stake new right of way corners, and set iron pins after construction.
- B. Review shop drawings when submitted for compliance with the drawings and specifications. Review material certifications submitted by the contractor.
- C. Make revisions (if any) to the drawings shown on markups provided by the Contractor. Submit reproducible copy of the record drawings to Jefferson County.

## **ATTACHMENT B**



4140 Lindell Blvd.  
 St. Louis, Missouri 63108  
 Phone: (314) 454-0222  
 Fax: (314) 454-1235  
[www.abnaengineering.com](http://www.abnaengineering.com)

1/17/2020 (Adjusted for new overhead rate)

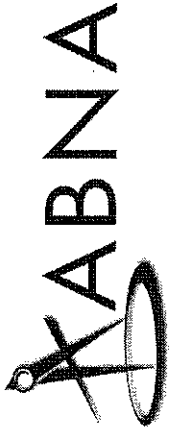
Fee Proposal for: Jefferson County, Bridge Replacement Program STP-5403(691)

1. Armbruster Road Over Haverstick Creek
2. Doss Hollow over Tributary to Platin Creek
3. Harness road over a Tributary to Hocum Hollow Creek

Proposal to: **Jefferson County**

**Preliminary Engineering**  
**Construction Engineering**  
**Total**

Direct Salary Cost	Fixed Fee	Direct Expenses	Total
\$378,580.93	\$50,161.97	\$17,555.00	\$446,297.90
\$11,417.84	\$1,512.86		\$12,930.70
\$389,998.77	\$51,674.83	\$17,555.00	\$459,228.60



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St. Louis, Missouri 63108  
Phone: (314) 454-0222  
Fax: (314) 454-1235  
[www.abnacorp.com](http://www.abnacorp.com)

Proposal for: Jefferson County, Bridge Replacement Program STP-5403(691)

Contract Item	GENERAL	SR. PM		PM		Sr. Engr.		Eng		Engr		CADD M		CADD T		Total Hours	Fee
		Prof 6	Prof 5	Prof 4	Prof 3	Prof 2	Tech 6	Tech 3	Hours	Prof 2	Tech 6	Tech 3	Hours	Prof 2	Tech 3	Hours	Fee
I	Meeting w/MoDot/Utilities/ Jefferson Co.	16	8						24							24	\$1,760.40
A	Categorical Exclusion Request								0							0	\$0.00
B-1.2	Cultural Resources & Bridge Survey Form								0							0	\$0.00
B-3	Farmland								0							0	\$0.00
B-4	COE 404, DNR 401, Endangered Species.								0							0	\$0.00
B-5	Asbestos Survey & Report								15							15	\$650.19
B-6	Heavy Metal Testing & Report								3							3	\$191.67
									32							32	\$1,633.60
									9							9	\$491.37
									9							9	\$491.37
									0							0	\$0.00
	Subtotal Check line	20	32	0	28	0	12	0	92	0	12	0	92	0	0	92	\$5,218.60
									92							92	\$5,218.60
II	FIELD SURVEYS AND DATA COLLECTION (Items A to I)								0							0	
	Coordination & Review of Survey Work	16		4					20							20	\$1,449.92
	Survey Control (Includes Section Tie)			12					132					120		132	\$4,149.12
	Creek Profile & Cross Sections			6					118		40		72			118	\$4,238.08
	Topographic Survey			18					330		96		216			330	\$11,628.96
	ROW Survey			96					324		60		168			324	\$12,494.64
									0							0	\$0.00
									0							0	\$0.00
	Subtotal Check line	16	0	136	0	0	196	576	924	0	196	576	924	576	924	924	\$33,960.72
									924							924	\$33,960.72



1/17/2020

Proposal for: Jefferson County, Bridge Replacement Program STP-5403(691)

V	FINAL DESIGN PHASE (Items A thru R)	SR. PM	PM	Sr. Engr.	Eng	Engr	CADD M	CADD T	Total	
									0	0
	Bridge Design	1	36						37	\$2,378.12
	Slab Design	1		2		4			7	\$324.96
	Girder Design	6		24		48			78	\$3,431.04
	Haunches	6		12		24			42	\$1,949.76
	End Bents	6		24		48			78	\$3,431.04
	Intermediate Bents (Not used)	0		0		0			0	\$0.00
	Quantities	9		24		40			73	\$3,372.16
									0	\$0.00
	Bridge Detailing								0	\$0.00
	Plan & General Elevation	2			24		72		98	\$4,329.04
	Estimated Quantities & General Notes	2			8		16		26	\$1,185.36
	Boring Data				4			8	12	\$389.32
	End Bent 1 Plan	2			24		48		74	\$3,243.76
	End Bent 1 Elevation	2			24		24		50	\$2,158.48
	End Bent 1 Details	1			24			24	49	\$1,704.56
	Vertical Drain				1			4	5	\$156.45
	Intermediate Bents (not used)				0		0		0	\$0.00
	Intermediate Bents Details (not used)				0		0		0	\$0.00
	End Bent 2 Plan	1			12		24		37	\$1,621.88
	End Bent 2 Elevation	1			12		24		37	\$1,621.88
	End Bent 2 Details	1			6		12		19	\$849.98
	Girder Details	6			24			48	78	\$2,804.40
	Framing plan & Diaphragms Details	3			6			36	45	\$1,527.66
	Slab Reinforcement plan	2			6			36	44	\$1,449.58
	Details of Precast Panels (if used)				2			4	6	\$194.66
	Slab Drain location plan & details	6			6			12	24	\$1,052.46
	Safety Barrier Curb	6			12		24		42	\$2,012.28
	Barlist	6			24		32		62	\$2,832.56
	Bridge Staging Details	6			16		32		54	\$2,526.88
	SIA, Load Rating, No-Rise	24							24	\$1,873.92
									0	
	Subtotal Check line	100	36	86	235	164	308	172	1,101	\$48,422.19
								1101	1,101	\$48,422.19

Proposal for: Jefferson County, Bridge Replacement Program STP-5403(691)

FINAL DESIGN PHASE (Items A thru R)									
V	SR. PM	PM	Sr. Engr.	Eng	Engr	CADD M	CADD T	Total	
Roadway								0	\$0.00
Title Sheet				1		4		5	\$219.09
Typical Cross Sections				6		12		18	\$771.90
Summary of Quantities				6		24		30	\$1,314.54
Plan and Profile Sheets				12		32		44	\$1,905.56
Traffic Control				16		24		40	\$1,696.64
Pavement Markings						1		1	\$45.22
Erosion Control				16		24		40	\$1,696.64
Cross Sections				12		32		44	\$1,905.56
Quantities								0	\$0.00
Specifications (Technical Only)				18				42	\$2,221.14
Cost Estimate	4	16		12				20	\$1,334.56
Subtotal Check line	4	44	0	99	0	153	0	16	\$714.08
								300	\$13,824.93
								300	\$13,824.93

**Subtotal (Direct Salary Expenses)**

**3381 \$143,565.01**

**PAYROLL & GENERAL ADMINISTRATION @ 163.70%**

**\$235,015.92**

**Subtotal**

**\$378,580.93**

**Fixed Fee**

**13.25%**

**\$50,161.97**

**Subtotal**

**\$428,742.90**

**DIRECT EXPENSES**

Drilling Rig (Three Days) estimated (Bull Dog Drilling SubContract) \$8,000  
Phase 1 Cultural Survey (Archaeological Research Center of St. Louis Subcontract) \$7,500  
Phase 1 Cultural Survey Curation fee site fee \$20.00 One box fee \$340 \$1,080  
Mileage 750 miles at 0.58 \$435  
Asbestos & Lead Testing 9 per site 27 Test approx \$20 per test \$540  
Subtotal \$17,555

**Total for Preliminary Engineering**

**\$17,555.00**

**\$446,297.90**

Proposal for: Jefferson County, Bridge Replacement Program STP-5403(691)

		SR. PM	PM	Sr. Engr.	Eng	Engr	CADD M	CADD T	Total
VI	CONSTRUCTION ENGINEERING PHASE								
	Stake New Right of Way, Set Pins				8			48	56
	Shop Drawing Reviews		12		0	12	12		36
	As-Builts, Recorded Drawings.		6			0		16	22
	Subtotal Check line	0	18	0	8	12	12	84	
								114.0	114.0
									\$4,329.86

**Subtotal (Direct Salary Expenses)**

**\$4,329.86**

PAYROLL & GENERAL ADMINISTRATION @ 163.70%

**\$7,087.98**

Subtotal

**\$11,417.84**

Fixed Fee

13.25%

**\$1,512.86**

Total for Construction Engineering

**\$12,930.70**

# Standard Rates

ABNA

2019 Projects

Fee Proposal for:

**Jefferson County, Bridge  
Replacement Program STP-  
5403(691)**

Proposal to:

Labor Category	Abbrev	Hourly Billing Rate
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## PROFESSIONAL ENGINEER

Professional 1	Prof 1	\$	27.40
Professional 2	Prof 2	\$	36.64
Professional 3	Prof 3	\$	38.21
Professional 4	Prof 4	\$	50.16
Professional 5	Prof 5	\$	63.89
Professional 6	Prof 6	\$	78.08
Professional 7	Prof 7	\$	-
Professional 8	Prof 8	\$	-

## CADD DESIGNERS & SURVEY TECHNICIANS

Technician 1	Tech 1	\$	19.57
Technician 2	Tech 2	\$	25.34
Technician 3	Tech 3	\$	29.56
Technician 4	Tech 4	\$	36.36
Technician 5	Tech 5	\$	40.78
Technician 6	Tech 6	\$	45.22

## ADMINISTRATIVE

Admin 1	Admin 1	\$	21.32
Admin 2	Admin 2	\$	24.75

**Bulldog Drilling**  
**Environmental and Geotechnical Drilling Services**  
**2020 Cost Estimate**

**Job Number** 2019-2733  
**Client** ABNA  
**Project Name** Geotech Drilling - Jeff CO Bridges  
**Location** Jefferson CO, MO

**Date:** 5/10/2019  
**REV 1:** 5/13/2019  
**Bulldog Drilling PM:** Craig Maxeiner  
 (618) 286-3800  
**Client Contact:** Raymond E. Bailey, PhD, PE, RG  
**Phone:** (314) 454-0222  
**Cell:** (314) 220-2378

**Estimated Days On Site** 1 (per Site)

**Doss Hollow**

**SCOPE: 2 BH's to 20ft (soil); + 5ft Rx Coring; Grouted**

	UOM	Estimated Units	Price /Unit	Amount
<b>Drill Rig Unit Rates</b>				
Mobilization/Demobilization - Beyond 60 Miles R.T. From Dupo IL	LS	1	\$520.00	\$520.00
Local Travel <i>If Required</i>	ADTL DAY		\$176.00	
Call In Utility Locate	EACH	1	\$45.00	\$45.00
Missouri Borehole Abandonment Reports	EACH	1	\$90.00	\$90.00
Minimum Daily Drilling Charge Plus Mobilization <i>If Required</i>	LS		\$968.00	
Set-up - Borings 10 Feet or Less In Depth <i>If Required</i>	EACH		\$37.00	
Pavement Drilling (8-inch Diameter) <i>If Required</i>	PER INCH		\$21.45	
Hollow Stem Augering, 4-1/4" (0' - 50')	L. F.	40	\$12.40	\$496.00
Split-Spoon Sampling (0' to 50')	EACH	12	\$13.40	\$160.80
3" Shelby Tube (0' - 50') <i>If Required</i>	EACH		\$35.45	
Set-up to Rock Core	EACH	2	\$163.00	\$326.00
NQ Rock Coring (Includes Waxed Core Boxes)	L. F.	10	\$46.20	\$462.00
Grouting Borings (Includes High Solids Bentonite)	L. F.	50	\$9.70	\$485.00
Drill Rig Rate (Haul Water, Site Access, etc.) <i>If Required</i>	HOUR		\$242.00	
2" Centrifugal Trash Pump	DAY	1	\$58.00	\$58.00
<b>TOTAL ESTIMATE</b>				<b>\$2,642.80</b>

Above rates do not include provisions for prevailing wage or union wage rates. If a union or wage determination issue arises on the project, client will be notified immediately. At the time of invoicing, the most current wage rates will apply.

**Payment Terms - MSA Contract Payment Terms or Net 30 days from Invoice Date.**

**Bulldog Drilling**  
**Environmental and Geotechnical Drilling Services**  
**2020 Cost Estimate**

**Job Number** 2019-2733  
**Client** ABNA  
**Project Name** Geotech Drilling - Jeff CO Bridges  
**Location** Jefferson CO, MO

**Date:** 5/10/2019  
**REV 1:** 5/13/2019  
**Bulldog Drilling PM:** Craig Maxeiner  
 (618) 286-3800  
**Client Contact:** Raymond E. Bailey, PhD, PE, RG  
**Phone:** (314) 454-0222  
**Cell:** (314) 220-2378

**Estimated Days On Site** 1 (per Site)

**Harness**

**SCOPE: 2 BH's to 20ft (soil); + 5ft Rx Coring; Grouted**

	UOM	Estimated Units	Price /Unit	Amount
<b>Drill Rig Unit Rates</b>				
Mobilization/Demobilization - Beyond 60 Miles R.T. From Dupo IL	LS	1	\$520.00	\$520.00
Local Travel <i>If Required</i>	ADTL DAY		\$176.00	
Call In Utility Locate	EACH	1	\$45.00	\$45.00
Missouri Borehole Abandonment Reports	EACH	1	\$90.00	\$90.00
Minimum Daily Drilling Charge Plus Mobilization <i>If Required</i>	LS		\$968.00	
Set-up - Borings 10 Feet or Less In Depth <i>If Required</i>	EACH		\$37.00	
Pavement Drilling (8-inch Diameter) <i>If Required</i>	PER INCH		\$21.45	
Hollow Stem Augering, 4-1/4" (0' - 50')	L. F.	40	\$12.40	\$496.00
Split-Spoon Sampling (0' to 50')	EACH	12	\$13.40	\$160.80
3" Shelby Tube (0' - 50') <i>If Required</i>	EACH		\$35.45	
Set-up to Rock Core	EACH	2	\$163.00	\$326.00
NQ Rock Coring (Includes Waxed Core Boxes)	L. F.	10	\$46.20	\$462.00
Grouting Borings (Includes High Solids Bentonite)	L. F.	50	\$9.70	\$485.00
Drill Rig Rate (Haul Water, Site Access, etc.) <i>If Required</i>	HOUR		\$242.00	
2" Centrifugal Trash Pump	DAY	1	\$58.00	\$58.00
<b>TOTAL ESTIMATE</b>				<b>\$2,642.80</b>

Above rates do not include provisions for prevailing wage or union wage rates. If a union or wage determination issue arises on the project, client will be notified immediately. At the time of invoicing, the most current wage rates will apply.

**Payment Terms - MSA Contract Payment Terms or Net 30 days from Invoice Date.**

**Bulldog Drilling**  
**Environmental and Geotechnical Drilling Services**  
**2020 Cost Estimate**

**Job Number** 2019-2733  
**Client** ABNA  
**Project Name** Geotech Drilling - Jeff CO Bridges  
**Location** Jefferson CO, MO

**Date:** 5/10/2019  
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 (618) 286-3800  
**Client Contact:** Raymond E. Bailey, PhD, PE, RG  
**Phone:** (314) 454-0222  
**Cell:** (314) 220-2378

**Estimated Days On Site** 1 (per Site)

**Armbruster**

**SCOPE: 2 BH's to 20ft (soil); + 5ft Rx Coring; Grouted**

	UOM	Estimated Units	Price /Unit	Amount
<b>Drill Rig Unit Rates</b>				
Mobilization/Demobilization - Beyond 60 Miles R.T. From Dupo IL	LS	1	\$520.00	\$520.00
Local Travel <i>If Required</i>	ADTL DAY		\$176.00	
Call In Utility Locate	EACH	1	\$45.00	\$45.00
Missouri Borehole Abandonment Reports	EACH	1	\$90.00	\$90.00
Minimum Daily Drilling Charge Plus Mobilization <i>If Required</i>	LS		\$968.00	
Set-up - Borings 10 Feet or Less In Depth <i>If Required</i>	EACH		\$37.00	
Pavement Drilling (8-inch Diameter) <i>If Required</i>	PER INCH		\$21.45	
Hollow Stem Augering, 4-1/4" (0' - 50')	L. F.	40	\$12.40	\$496.00
Split-Spoon Sampling (0' to 50')	EACH	12	\$13.40	\$160.80
3" Shelby Tube (0' - 50') <i>If Required</i>	EACH		\$35.45	
Set-up to Rock Core	EACH	2	\$163.00	\$326.00
NQ Rock Coring (Includes Waxed Core Boxes)	L. F.	10	\$46.20	\$462.00
Grouting Borings (Includes High Solids Bentonite)	L. F.	50	\$9.70	\$485.00
Drill Rig Rate (Haul Water, Site Access, etc.) <i>If Required</i>	HOUR		\$242.00	
2" Centrifugal Trash Pump	DAY	1	\$58.00	\$58.00
<b>TOTAL ESTIMATE</b>				<b>\$2,642.80</b>

Above rates do not include provisions for prevailing wage or union wage rates. If a union or wage determination issue arises on the project, client will be notified immediately. At the time of invoicing, the most current wage rates will apply.

**Payment Terms - MSA Contract Payment Terms or Net 30 days from Invoice Date.**



## LEAD (Pb) LAB SERVICES

EMSL Analytical, Inc. provides Lead (Pb) testing analysis for Bulk Samples (paint chips, debris, or materials), Air Samples, Wipe Samples, Wastewater, Drinking Water, Soil Samples as well as for Consumer Products. Each lead laboratory has trained and experienced staff along with the necessary laboratory certification(s) to provide Lead Analysis by various methodologies including NIOSH, EPA Standard Methods, ASTM, and/or CDC, utilizing Flame Atomic Absorption Spectrometers, Graphite Furnace Atomic Absorption, Inductively Coupled Plasma (ICP), and/or ICP-Mass Spectrometer. The EMSL analytical process for lead analysis and reporting of the individual sample is part of an overall program that includes analysis of Quality Control Samples (spikes) and programs such as Instrument QC controls, calibration standard checks, duplicates, and reporting limit controls to ensure the confidence limits of the data are within the acceptable range as specified by the method requirements and our Quality Control Programs.

Each of our Lead Labs are accredited by AIHA or A2LA and additional certification as needed per individual state and city regulations, where applicable. Our Lead Labs maintain a five or six day operational hours schedule as well as emergency response plan for off hours and/or weekend operating hours. Samples are received during normal work hours and turnaround times (TATs) are tracked on business days from the time samples are received during normal operating hours of the laboratory. Laboratories that maintain 24/7 hours (e.g., NYC) and/or extended routine hours, will track TATs during all laboratory hours. Lead analysis TATs offered include same day (3 hr. and 6 hr.), 1 day, 2 day, 3 day, 4 day, 1 week, and 2 week TATs. Costs/rates are weighted based on the TAT requested with our 2 week rates being the most economically cost-effective for our customers.

Sample control/processing (log-in, results data-entry, reporting) is facilitated by our computer Laboratory Information Management System (LIMS) which tracks the samples and individual projects to meet our clients' specified due dates and any special requirements. Additionally, the LIMS includes security controls to ensure that information is controlled and locked once the data has been entered by our analysts. Since our laboratories utilize the same LIMS, all reports are standardized which allows us to use multiple laboratories on the large capacity projects while ensuring that the work is done and reported in a similar format. The reports are delivered at the choice of the customer which would include email, fax, and/or hard-copy regular mail. Additionally, all clients have 24/7 real-time access to their reports, Chains-of-Custody (COCs), and project invoices via our online account management system, LABConnect™. This is a security enabled extranet feature that provides various search options so that our clients can find all project and invoicing information quickly and easily.

*Key tests include\* (but not limited to) the following:*

### FLAME AA

- Paint Chips (SW-846-7000B)
- Wipes (SW-846-7000B)
- Air (NIOSH 7082)
- Soil (SW-846-7000B)
- Wastewater (SW-846-7000B)

### GRAPHITE FURNACE AA

- Drinking Water (EPA 200.9)
- Wastewater (SW-846-7421)
- Air (NIOSH 7105)
- Soil (SW-846-7421)

### ICP/ICP-MS

- Drinking Water (EPA 200.5/200.8)
- Wastewater (SW-846-6010B/200.5/200.8)
- Soil (SW-846-6010B)
- Wipes (SW-846-6010B)
- Air (NIOSH 7300/7303)

### TCLP (Flame AA/ICP-OES)

- Toxicity Characteristic Leaching Procedure

### TTLC (Flame AA/ICP-OES)

- Total Threshold Limit Concentration

### STLC (Flame AA/ICP-OES)

- Soluble Threshold Limit Concentration

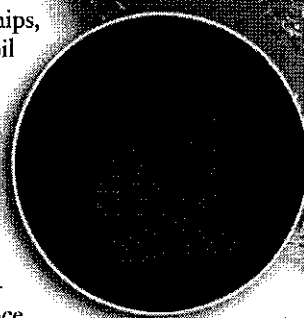
### TSP LEAD (GFAA)

- Lead in Suspended Particulate Matter (40 CFR Part 50)

### CONSUMER PRODUCTS

- Total Lead in Paint and Surface Coatings
- Total Lead in Children's Metal Jewelry/Products
- Total Lead in Children's Non-Metal Products

*\* This is a summary of key tests, call for a full list of tests offered and for pricing.*



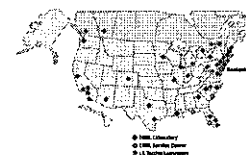


EMSL ANALYTICAL, INC.

<http://www.emsl.com>

800-220-3675

**EMSL ANALYTICAL, INC.**  
**Price Quote**  
**ABNA Engineering, Inc.**  
**Customer ID: ABNA34**  
**Quote Number: 042019362556**  
**Quoted: March 06, 2019**



Locally Focused.....  
.....Nationally Recognized.

**Quote Submitted to:**  
**Raymond Bailey**  
ABNA Engineering, Inc.  
4140 Lindell Blvd.  
Saint Louis, MO 63108  
314-454-0222  
RBAiley@abnacorp.com

**Quote Submitted by:**  
**Matthew Coppolino**  
EMSL Analytical, Inc.  
Cinnaminson

**Lead Laboratory Services (Air, Chips & Wipes) <sup>1</sup>**

FLAME AA	3 Hr	6 Hr	24 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk
Paint Chips (SW-846-7000B)	\$44.25	\$22.60	\$15.40	\$11.85	\$10.20	\$9.05	\$8.75	\$8.15

This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2019 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2021 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.



EMSL ANALYTICAL, INC.

<http://www.emsl.com>

800-220-3675

**EMSL ANALYTICAL, INC.**  
**Price Quote**  
**ABNA Engineering, Inc.**  
**Customer ID: ABNA34**  
**Quote Number: 042019362556**  
**Quoted: March 06, 2019**



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- 1- Same day turn-around time via 1 Hr, 3 Hrs, or 6 Hrs is subject to restrictions including but not limited to Lab operational hours.

This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2019 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2021 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.



EMSL ANALYTICAL, INC.

<http://www.emsl.com>

800-220-3675

## EMSL ANALYTICAL, INC.

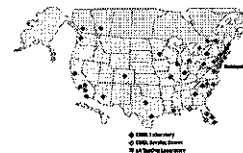
### Price Quote

ABNA Engineering, Inc.

Customer ID: ABNA34

Quote Number: 042019362556

Quoted: March 06, 2019



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.....Nationally Recognized.

#### Terms & Conditions for Purchase of Laboratory Services

**General: G1. Customer Requirements:** The customer is responsible for confirming and communicating any specific local, state, regional, national, or independent third party certification and accreditation requirements applicable to sample submission. The customer is responsible for communicating any specific test requirements. EMSL Analytical, Inc. (EMSL) is not responsible for customer's errors or omissions with respect to communication of specific test requirements.

**G2. Sample Submission:** The receipt of a Chain of Custody (COC) document shall be considered the customer's formal notice to proceed with the stated transaction in accordance with EMSL Terms and Conditions. In the absence of an additional contract or agreement with EMSL, by submitting samples for analysis, the customer agrees to be bound by EMSL's Terms and Conditions. Where applicable, samples shall be logged in and charged at the appropriate turnaround time rate in order to meet hold time requirements. Clients who use EMSL's prepaid courier services and/or common carrier may have a fee added to their project invoice to cover the costs if per shipment analysis fee (\$) minimums are not met.

**G3. Sampling Responsibility:** It is the customer's responsibility to ensure that samples are collected according to the appropriate regulations/method specifications. The user of a sampling device has the sole responsibility to select the applicable sampler, media, and conditions to ensure that a valid sample has been collected. EMSL is not responsible for the improper selection of sampling devices even if EMSL supplies the devices to the user. Clients who order complementary media and supplies may be charged for supplies not returned to the lab for analysis, including: cost of supplies, shipping and/or handling fee(s).

**G4. Sample Labeling & Packaging:** It is the customer's responsibility to ensure that samples are labeled, packaged, and shipped according to the appropriate regulations/method specifications. Samples classified as Hazardous, Explosive, DEA regulated, FDA, Radiological/DOE, USDA Controlled or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submittal, and may incur additional surcharges for handling and disposal. EMSL reserves the right to refuse or return samples submitted for analysis which are unsuitable due to damage, leakage, incorrect or insufficient labeling, or that may be considered hazardous to our personnel or facility.

**G5. Turn-Around-Time:** Turn-Around-Time (TAT) is defined as the time between sample acceptance by an authorized EMSL representative at the analyzing laboratory and analysis report completion. Turnaround time/due dates are based upon individual laboratory operational hours. TATs are offered in hours, business, or calendar days, depending upon the specific test. Submissions are accepted only during laboratory operational hours at the analyzing laboratory. Incomplete sample submissions or problematic sample conditions may result in processing and/or TAT delays. Expedited TATs are subject to capacity restrictions and are not guaranteed to be available. Please call/pre-schedule with the laboratory to ensure capability and availability for expedited TATs. Unless otherwise approved, TAT Will Not Start and or will not be initiated for COD samples / projects until payment is received in full. If for any reason, the TAT originally requested will be missed, EMSL will automatically continue to proceed with completion of the work although at a longer TAT unless the client specifically indicates work is only contracted if the specific TAT requested and the job is to be cancelled if the TAT cannot be met.

**G6. Testing Policy:** EMSL represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, and/or client stipulated testing procedures. Samples may be subcontracted, with prior customer notification and approval, to a third party laboratory that meets customer and EMSL qualification requirements. Specific test-level considerations may apply. See project quote and / or price book.

**G7. Pricing:** EMSL pricing is periodically adjusted and EMSL reserves the right to update prices at its sole discretion at any time with notification. Unless specified in writing, quoted pricing expires if work is not submitted within 30 calendar days; otherwise quoted prices are valid for the remainder of the calendar year, but pricing may be adjusted based on the customer's non-compliance with payment terms, change in scope of work including frequency or volume, and/or non-compliance with the EMSL Terms and Conditions.

**G8. Payment Terms:** If credit terms are approved, standard payment terms are 30 calendar days from date of laboratory invoice. Unless otherwise stated, rates are quoted in US Dollars. Interest charges will apply to all past due balances. If customer balance remains outstanding after 60 calendar days, EMSL reserves the right to refuse or suspend work, increase or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney's fees. For non-routine Special Projects, EMSL reserves the right to request a payment of up to 100% in advance of services performed. Unless otherwise approved, TAT and work will not be initiated for COD samples / projects until payment is received in full.

**G9. Customer Changes:** All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by EMSL in writing; verbal change requests must be confirmed in writing. If requested change (s) results in a change in cost, the customer agrees to accept payment responsibility. In the event analysis is cancelled by the customer, EMSL will invoice for work completed to the point of cancellation notice. Additional cancellation fees may apply. EMSL is not responsible for TAT that is delayed due to customer changes. At its sole discretion, EMSL reserves the right to charge additional fees, change pricing, and / or reject samples due to: changes in scope of work, changes in quantity of samples, and changes in quality control requirements; charges for in-bound shipping, courier services, sample transfer, and sampling media; Hazardous, Explosive, DEA regulated or any other type of specialized sample as determined by the laboratory.

**G10. Sample & Record Retention:** See Division specific Terms and Conditions for standard sample retention times. Records are retained for 5 years, unless otherwise requested or required. Customer must notify EMSL, in writing, at time of sample submission that samples and / or records are subject to specific regulatory retention requirements. EMSL must also be notified and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply.

**G11. Disclaimer:** In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or

interpretation of test results by customer or any third party. EMSL accepts no legal responsibility for the purposes for which the customer uses the test results. In no event shall EMSL be liable to a customer or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by customer thereunder.

**G12. Severability:** If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be interpreted in accordance with the laws of the State of New Jersey. Written, negotiated contracts or customer specific Terms and Conditions may supersede these Terms and Conditions.

**G13. Headings:** The headings contained herein are for convenience only, and in the event of any conflict, the text of this paragraph, rather than the headings, will control.

**G14. Lab Reports, QC Data Packages & Reporting Limits:** Reports will be emailed as a PDF to the client and also posted on LabConnect™. Clients that are not paperless (require mailed Reports, COCs, Invoices, and/or any combination of these documents) may be subject to surcharge fees and/or increased analytical rates. QC data packages for validation programs are available upon request and for an additional fee and Laboratory must be notified and approve the request prior to the sampling event and submission. Customer shall provide specific reporting limit requirements, if required, prior to sample submission. Analytical cost may vary based upon reporting limits and / or data quality objectives.

**G15. Tests and Services:** Not all tests and services are available at all locations. Please see website and contact lab location prior to submitting samples to confirm available tests and services. Service Terms also vary by Test/Division as clarified below:

#### Asbestos:

**A1. Sample & Record Retention:** Unless otherwise requested, samples are retained for a period of 60 calendar days.

**A2. Layering:** EPA/600/R-93/116 and EPA-600/M4-82-020 PLM methods require that individual layers of bulk samples are treated as separate samples. Unless specifically requested by the customer in writing prior to sample submission, distinct layers are separated, analyzed, reported, and billed separately.

**A3. Positive Stop Analysis:** For PLM analysis, all samples in a homogenous area / group are analyzed regardless of result, unless the customer requests analysis to stop at first positive result.

**A4. Sample Preparation Charges:** Samples prepared but not analyzed incur a preparation fee.

#### Environmental Chemistry:

**EC1. Sample & Record Retention:** Unless otherwise requested, Environmental Chemistry samples are retained for 30 calendar days from receipt. For samples / media that are consumed during analysis, the digestates / extracts are retained for 14 calendar days.

**EC2. Expedited TAT:** Same day and/or expedited TAT (less than 1 week) samples must be prescheduled and received by the analyzing laboratory by 10:00 a.m. ET, unless otherwise arranged.

**EC3. Customer Changes:** In the event that analysis is cancelled by the customer, samples logged in and not yet analyzed shall incur a fee. In addition, if analysis has already begun, the customer shall be invoiced for preparation and analysis conducted up to the point of cancellation.

#### Environmental Lead:

**EL1. Sample & Record Retention:** Unless otherwise requested, digested lead samples are retained for 30 calendar days. Original paint chips / soils are retained for 60 calendar days.

**EL2. Composite Fees:** Sample Composite fees may apply.

#### Environmental Microbiology and Life Sciences:

**EM1. Sample & Record Retention:** Unless otherwise requested, microbiology samples are retained for 30 calendar days. Highly perishable samples (e.g., water, environmental monitoring plates) are retained for 7 calendar days. Any samples that pose a risk to health and safety of laboratory staff, or the integrity of other samples in the lab, may be disposed of earlier than the stated schedule. The customer shall be informed prior to any early disposal.

#### Food Science:

**F1. Sample & Record Retention:** Unless otherwise requested, Food Microbiology samples are retained for 30 calendar days. Food Chemistry samples are retained for 14 calendar days, unless highly perishable or prolonged storage will compromise the integrity of the sample.

**F2. Expedited TAT:** For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.

**F3. Sample Composites:** Composite fees may apply.

This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2019 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2021 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.

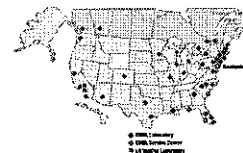


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**Customer ID: ABNA34**  
**Quote Number: 042019362556**  
**Quoted: March 06, 2019**



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**Industrial Hygiene/Organic Compound Air Testing:**

**IH1. Sample and Record Retention:** Unless otherwise requested, or consumed with analysis, Industrial Hygiene samples are retained for 14 calendar days. For TO-15 analysis, samples submitted in EMSL supplied canisters are retained for 24 hours after results are released to the customer; samples may be held longer if prior arrangements are made with lab and fees may apply. Hold Time of TO-15 samples submitted in Tedlar® bags are 24hrs (1 day TAT Rate applies) after receipt unless EMSL is authorized to transfer sample to canisters in lab to extend the hold time. Bulk samples for off-gassing are handled on a case-by-case basis and may, upon request, be returned to the customer for disposal at the customer's expense.  
**IH2. Expedited TAT:** For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.

**Materials Science:**

**MS1. Sample Submission:** Samples requested to be analyzed under Good Manufacturing Practice (cGMP) guidelines must be scheduled with the laboratory in advance of sample submission. All GMP Materials Science work must be submitted to a FDA registered and, where applicable, a DEA licensed EMSL laboratory. All other Materials Science samples may be submitted without prior scheduling with the laboratory.

**MS2. Sample & Record Retention:** Unless otherwise requested, non-perishable samples are retained for 60 calendar days after analysis under submitted conditions. Perishable samples, or samples that will lose their integrity due to prolonged storage, are retained for a maximum of 30 calendar days under refrigerated conditions. Sample storage beyond these periods is available for a fee by written request prior to the initial 60 calendar day retention period. Samples containing hazardous/toxic substances that require special handling will either be returned to the customer or disposed of immediately following analysis. EMSL reserves the right to charge a sample disposal and/or return shipping fee

**MS3. Minimum Project Fees:** A minimum analytical fee applies to each Materials Science project.

**MS4. Out-of-Specification Results:** Samples requested to be analyzed under GMP guidelines, are tested against internal, compendia, or customer provided specifications. As per GMP requirements, if test results do not meet specifications, an Out-of-Specification (OOS) investigation shall be performed, which may delay TAT. EMSL shall bear the cost of the investigation in the event of a laboratory assignable cause. For non-laboratory assignable cause determinations, customer is responsible for investigation costs.

**Radiochemistry:**

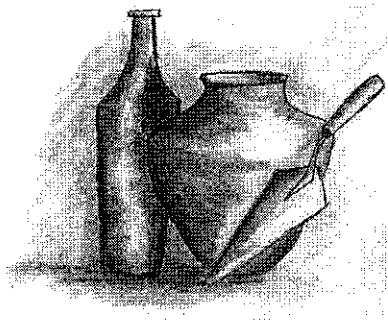
**RC1. Sample & Record Retention:** Unless otherwise requested or consumed with analysis, Radiochemistry samples are retained for 14 calendar days. Samples collected on other laboratory's sampling devices might not be accepted for analysis. Customers are responsible for any additional disposal fees EMSL incurs as a result of accepting samples.

**RC2. Sample Submission:** Prior to submitting samples the customer shall notify EMSL's Radiation Safety Officer (RSO) of the specific radioactive element, potential levels of radiation that may be present, tracking number of shipment, specific enforcement action and / or a U.S. Department of Energy related project site. Samples submitted to EMSL for analysis shall be sent to the attention of "Radiation Safety Officer". Samples that arrive without the above notifications may be refused and returned. The customer is responsible for complying with all Department of Transportation regulations regarding the shipment of radioactive materials with any common carrier.

**MPL Laboratories – cGMP Services:**

**MPL1. Additional Terms for cGMP Work :** Work accepted for cGMP work performed at our MPL Laboratories Location is also governed by the Terms and Conditions specific to the cGMP project.

This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions Included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2019 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2021 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.



Archaeological Research Center  
of St. Louis, Inc.

2812 Woodson Road  
St. Louis, MO 63114  
Telephone: (314) 426-2577  
Fax: (314) 426-2599  
Email: arc@arcstl.com  
Web Site: arc-stl.com

May 15, 2019

Mr. Stephen Alsbury  
ABNA  
4140 Lindell Blvd.  
St. Louis, Missouri 63108

Dear Ms. Alsbury,

We can perform a cultural resource surveys of the proposed bridge replacements STP-5403(691) at the following locations:

1. Ambruster Road over Haverstick Creek a Tributary to Joachim Creek
2. Doss Hollow Road over a Tributary to Platin Creek
3. Harness Road over a Tributary to Hocum Hollow Creek

In southern Jefferson County, Missouri, for a cost of **\$2,500.00 per site**. The cultural resource survey will be conducted according to current federal and state guidelines, and consist of the following steps:

- 1.) An archival search will be performed in order to identify any previously recorded cultural resources (prehistoric or historic archaeological sites, historic architecture or bridges, and cemeteries) within the project area and one mile around it. Research will include a brief review of the local prehistory and history, with more detailed site specific information, if necessary. Information will be obtained from the Missouri Department of Natural Resources, State Historic Preservation (SHPO) in Jefferson City, and at other local historical archives or libraries, as needed.
- 2.) A field survey will be conducted in order to determine the present condition of any previously recorded sites and to identify any new cultural resources within the proposed bridge replacement corridor. If surface visibility is greater than 30%, the ground will be directly observed for cultural materials. If surface visibility is less than 30%, shovel tests measuring approximately 40 x 40 cm will be excavated. The excavated soil will be examined for cultural materials and replaced. If an archaeological site is identified, its boundaries will be determined and a collection of artifacts will be taken in order to determine site function and temporal affiliation. The archaeological site will be marked using GPS units and incorporated into an ArcGIS 10.4.1 map.

- 3.) If archaeological materials are collected, they will be returned to the ARC lab for analysis. As required by federal guidelines, materials will be packaged and sent, along with notes and photographs to a curation facility. Curation is a one-time fee to be paid by ABNA. Most materials in Missouri are sent to the Museum Support Center in Columbia, which meets federal standards. They charge a fee of \$340 per box of artifacts and \$20 per site. It is anticipated that only one curation box may be needed for this project per location.
- 4.) The present condition of any archaeological resources and the bridge will be determined as well as their potential significance. Cultural resources are **only** considered significant if they are associated with an important person or event in our history, are of architectural importance, or if they provide unique information on past human behavior. Marked and unmarked human remains also are protected according to state statutes and federal NAGPRA legislation.
- 5.) A report will be prepared detailing our findings and recommendations according to guidelines established by SHPO. Copies of the report will be submitted to ABNA for review. It will then be sent to SHPO and any other appropriate agencies for their review.

The archival search, survey, and report preparation should take approximately ten to fifteen business days to complete, weather permitting.

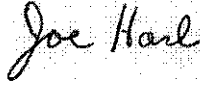
The Archaeological Research Center of St. Louis, Inc. (ARC) was formed in 1994 from the staff of the University of Missouri-St. Louis, Archaeological Services, as a result we have been conducting cultural resource investigations since 1978. ARC has extensive experience in cultural resource management studies across Missouri and Illinois, including Phase I surveys, Phase II testings, Phase III data recovery investigations, archival research, architectural evaluations, and the removal of human remains.

Predominately women owned, our firm has Disadvantaged Business Enterprise status with various agencies. We carry all necessary insurance, including Errors and Omissions required for many federally funded projects. We employ only trained professionals, not students or volunteers, insuring that projects are conducted accurately, efficiently, and in accordance with state and federal standards.

We understand construction schedules frequently depend upon completion of preliminary investigations and ARC is committed to completing work in a timely manner. With several members of our staff having over 30 years of experience, we have established a good working relationship with the Missouri State Historic Preservation Office that enables us to assist our clients throughout the Section 106 process.

Should you accept this proposal, we can schedule the survey as soon as a contract has been executed. We appreciate the opportunity to bid on this project and look forward to working with you. If you have any questions, please do not hesitate to contact us either via phone at (314) 426-2577 or via e-mail at [arc@arcstl.com](mailto:arc@arcstl.com).

Sincerely,

A handwritten signature in cursive script that reads "Joe Harl". The ink is dark and the signature is written in a fluid, connected style.

Joe Harl



## **ATTACHMENT C**

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

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#### **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 Non-procurement 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 Non-procurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.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, Engineer, 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 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. 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 the following 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/Engineers**  
Local Federal-aid Transportation Projects

**Firm Name (Engineer):** ABNA

**Project Owner (LPA):** Jefferson County

**Project Name:** Jefferson County Bridge Program

**Project Number:** STP-5403(691)

As the LPA and/or Engineer 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 Engineer'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.

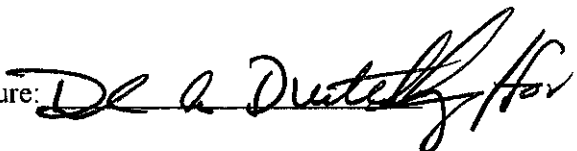
LPA

Engineer

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

Printed Name: Nicole Adewale

Signature: \_\_\_\_\_

Signature: 

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

Date: January 21, 2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
J.W. Terrill, a Marsh & McLennan Agency LLC Co  
825 Maryville Centre Drive  
Suite 200  
Chesterfield MO 63017

**CONTACT NAME:** Ryan Mueller**PHONE**  
(A/C, No, Ext): 314-594-5944**FAX**  
(A/C, No):**E-MAIL**  
ADDRESS: rmueller@jwterrill.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Navigators Insurance Company

42307

**INSURER B:** The First Liberty Insurance Corporation**INSURER C:** Liberty Insurance Corporation

42404

**INSURER D:** Liberty Mutual Fire Insurance Company

23035

**INSURER E:** CNA Surety**INSURER F:**

**INSURED**  
ABNA Engineering, Inc.  
4140 Lindell Blvd.  
Saint Louis, MO 63108

**COVERAGES****CERTIFICATE NUMBER:** 165801697**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		TB6Z91470130029	2/1/2019	2/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS7Z91470130019	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		GA19EXC864897IV	2/1/2019	2/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		WC2Z91470130039	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Prof Liab- Claims Made		AEH591908339	3/19/2019	3/19/2020	Each Claim/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Project#STP-5403(691); Jefferson County Bridge Program

Jefferson County is included as Additional Insured(s) for General Liability and Automobile Liability with respect to work performed by the Named Insured, if required by written contract.

**CERTIFICATE HOLDER**

Jefferson County  
Department of Public Works  
PO Box 100  
Hillsboro MO 63050

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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POLICY NUMBER:  
TB6Z91470130029

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations with whom you have entered into a written contract or agreement, prior to "occurrence", where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the October 2001, or earlier, version of the ISO additional insured endorsement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

jury" or "property damage" occurring  
after:

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

**2. Exclusions**

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Page 1 of 1

This insurance does not apply to "bodily in-



(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.