

BILL NO.: 18-1202

ORDINANCE NO.: 18-

0508

INTRODUCED BY: COUNCIL MEMBER(s) Hendrickson

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**
4 **ENGINEERING DESIGN SOURCE, INC., FOR THE EAST ROCK CREEK**
5 **ROAD NEAR GARY/BINNING ROAD INTERSECTION SAFETY**
6 **IMPROVEMENTS PROJECT DESIGNATED AS PROJECT STP-5403 (677) IN**
7 **COUNCIL DISTRICT 2.**

8 **WHEREAS**, Jefferson County, Missouri issued a Request for Qualifications for
9 design and construction engineering services for the East Rock Creek Road near
10 Gary/Binning Road Intersection Safety Improvements Project designated as Project STP-
11 5403 (677); and

12 **WHEREAS**, Jefferson County, Missouri in response to a certain Request for
13 Qualifications issued by the County, received proposals for design and construction
14 engineering services for the East Rock Creek Road near Gary/Binning Road Intersection
15 Safety Improvements Project designated as Project STP-5403 (677); and

16 **WHEREAS**, after reviewing the proposals, the County selected three qualified
17 engineering firms to interview for the East Rock Creek Road near Gary/Binning Road

FILED

DEC 12 2018

RANDY B. HOLMAN
COUNTY CLERK, JEFFERSON COUNTY, MO

1 Intersection Safety Improvements Project. Those firms were Engineering Design Source,
2 Inc., McClure Engineering Company, and Terra Engineering, LTD; and

3 **WHEREAS**, after interviewing the three qualified engineering firms, Jefferson
4 County has determined that a certain engineering firm, Engineering Design Source, Inc.,
5 represents the best qualified proposal for the East Rock Creek Road Near Gary/Binning
6 Road Intersection Safety Improvements Project and meets the Request for Qualifications
7 by the County; and

8 **WHEREAS**, Jefferson County, Missouri finds it now necessary and in the best
9 interest of the County to award the East Rock Creek Road Near Gary/Binning Road
10 Intersection Safety Improvements Project to Engineering Design Source, Inc., as the best
11 qualified firm and to execute an agreement for the design and construction engineering
12 services contract not to exceed sixty-three thousand two hundred fourteen dollars and
13 thirty cents (**\$63,214.30**), subject to budgetary limitations and conditional on the
14 concurrence of the Missouri Department of Transportation and the Federal Highway
15 Administration. A copy of said agreement is attached hereto as Exhibit A.

16 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
17 **COUNCIL, AS FOLLOWS:**

18 Section 1. Jefferson County awards the design and construction engineering
19 services contract for the East Rock Creek Road Near Gary/Binning Road Intersection
20 Safety Improvements Project to the best qualified firm for the project, being Engineering
21 Design Source, Inc., in an amount not to exceed sixty-three thousand two hundred
22 fourteen dollars and thirty cents (**\$63,214.30**), subject to budgetary limitations and

1 conditional on the concurrence of the Missouri Department of Transportation and the
2 Federal Highway Administration.

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

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

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

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

Council Member District 1, Don Bickowski

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, Daniel Darian

absent

Council Member District 6, Daniel Stallman


yes

Council Member District 7, James Terry

yes

THE ABOVE BILL ON THIS 10th DAY OF December, 2018:

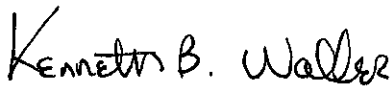
☒ PASSED ☐ FAILED


Don Bickowski, County Council Chair

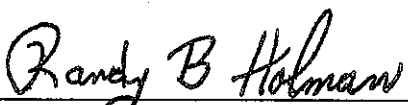

Pat Schlette, Council Executive Assistant

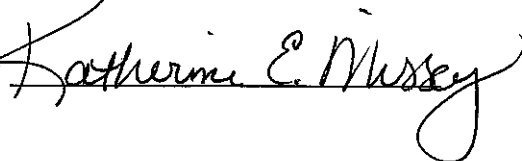
THIS BILL WAS ☒ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11TH DAY OF DECEMBER, 2018.

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


Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Randy B. Holman, County Clerk

BY: 

Reading Date: 12-10-2018

SPONSOR: Jefferson County, Missouri

LOCATION: Along East Rock Creek Road near Gary/Binning Road Intersection

PROJECT: East Rock Creek Road Safety Improvements – STP – 5403(677)

THIS CONTRACT is between Jefferson County Missouri, hereinafter referred to as the "LOCAL AGENCY", and Engineering Design Source, Inc. hereinafter referred to as the "ENGINEER".

INASMUCH as funds have been made available by the Federal Highway Administration through its TIP Program coordinated through the Missouri Department of Transportation, the LOCAL AGENCY intends to make safety improvements to existing East Rock Creek Road and requires professional Engineering services. The ENGINEER will provide the LOCAL AGENCY with professional services hereinafter detailed for the planning, design and construction services 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

- A. The services covered by this Contract shall include furnishing the professional, technical, and other personnel and the equipment, material and all other design aspects necessary for the East Rock Creek Road safety improvements, which includes the horizontal and vertical realignment of East Rock Creek Road and guardrail improvements.
- B. The specific services to be provided by the ENGINEER are set forth in Attachment A to this Contract, titled "Scope of Services", which is attached hereto and made a part of this Contract.
- C. All property boundary survey work performed under this Contract shall be in accordance with the Statutes, Codes, Rules, and Procedures governing the Practice of Land Surveying in the State of Missouri.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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. The ENGINEER shall review the information provided by the LOCAL AGENCY concerning the project site and will as expeditiously as possible advise the LOCAL AGENCY of any of the information which the ENGINEER believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Contract. In such case, the LOCAL AGENCY shall provide the ENGINEER with new or verified data or information upon which the ENGINEER is entitled to rely. The ENGINEER shall not be liable for any errors, omissions, or deficiencies in the ENGINEER's services resulting from inaccurate or inadequate information furnished by the LOCAL AGENCY which inaccuracies or inadequacies are not detected by the ENGINEER unless the errors should have been detected by the ENGINEER through reasonable diligence in reviewing the material. ENGINEER shall not be required to verify the information.
- B. Provide the ENGINEER with the LOCAL AGENCY's requirements for the project;
- C. make available all information pertaining to the project which may be in the possession of the Local Agency;
- D. provide the ENGINEER with the Local Agency's requirements for the project;
- E. make provisions for the ENGINEER to enter upon property at the project site for the performance of his duties;
- F. 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;
- G. 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);
- H. 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.

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. PS&E Approval by MODOT shall be completed on April 1, 2021
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

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 surveying and Right-of-Way surveying services, including work through Right-of-Way Plan approval stage, the LOCAL AGENCY will pay the ENGINEER the actual costs incurred plus a predetermined fixed fee of \$1,677.64, with a ceiling established for said design services in the amount of \$14,582.55, which amount shall not be exceeded.
- B. For design services, including work through the Plans, Specification and Estimate approval stage, the LOCAL AGENCY will pay the ENGINEER the actual costs incurred plus a predetermined fixed fee of \$5,585.17, with a ceiling established for said design services in the amount of \$44,985.65, which amount shall not be exceeded.
- C. For construction phase services, the LOCAL AGENCY will pay the ENGINEER the actual costs incurred plus a predetermined fixed fee of \$452.68, with a ceiling established for said construction phase services in the amount of \$3,646.10, which amount shall not be exceeded.

- D. 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..

Actual costs in Sections A, B and C above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 45.52% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 109.30% of actual salaries in Item 1 above for general administrative overhead, based on the ENGINEER's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus.
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the ENGINEER on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established ENGINEER's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **PAYMENT MILESTONES** - - The following are the maximum percentage limits (as a % of the Maximum Contract Design Services Fee, unless noted otherwise) for the engineering service contract compensation that will be paid for the stated phase of work performed:
1. Survey Completed = maximum 25%
 2. Preliminary Plans Submitted to MoDOT = maximum of 40%
 3. Preliminary Plans Approved by MoDOT = maximum of 45%
 4. Right of Way Plans Submitted to MoDOT = maximum of 60%
 5. Right of Way Plans Approved by MoDOT = maximum of 65%
 6. PS&E Submitted to MoDOT = maximum of 90%
 7. PS&E Approved by MoDOT = maximum of 100%
 8. Completion of Construction Engineering = 100% (2.5% of the TOTAL contract fee)
- H. **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 every two weeks 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. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the ENGINEER, within 45 days after the Local Agency's receipt of the ENGINEER's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- I. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-ENGINEER Name	Address	Services
n/a	n/a	n/a

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 answer 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 SubENGINEERs 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: insurance of \$500,000 combined single limit for personal injury and property damage; and \$3,000,000 aggregate;
 - 2. Automobile Liability: insurance of \$500,000 per person and \$3,000,000 per occurrence (including umbrella limits) combined single limit for bodily injury and property damage covering all owned, hired and non-owned vehicles;
 - 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 Attachments are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C – Breakdown of Overhead Rates

Attachment D - Schedule

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

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

Attachment G – Disadvantage Business Enterprise Contract Provisions

Attachment H – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the ENGINEER this 20th day of November, 2018.

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

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Waller
County Executive

ATTEST: Randy B Holman
County Clerk

APPROVED AS TO FORM:

Katherine C Mosey
Deputy Clerk

Jason R. Under
Acting County Counselor

FOR: ENGINEERING DESIGN SOURCE, INC.

BY: George John, PE, President

ATTEST: Josephine L. Emmons

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 L. Apper
COUNTY AUDITOR

ATTACHMENT A

Scope of Services

The agreement between Engineering Design Source, Inc. (EDSI) and the Jefferson County Department of Transportation covers engineering services associated with the design and preparation of bid documents for the vertical and horizontal realignment of East Rock Creek Road around a sharp curve approximately 530 ft. west of Gary Road and installing new Midwest Guardrail System (MGS) guardrail around the curve. Retaining walls may be required along the interior radius of the curve and grading on the exterior portion of the curve.

A more detailed description of the process and requirements used by Jefferson County, Missouri (hereinafter referred to as LOCAL AGENCY) for completion of the design of Federally funded projects may be found in the MoDOT Engineering Policy Guide (EPG). These documents and manuals will supplement the information contained in the scope of services and provide additional guidance in the requirements and expectations of the LOCAL AGENCY.

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 the LOCAL AGENCY prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

The ENGINEER will provide the professional, technical, and other personnel resources, equipment, materials and all other items necessary to prepare the preliminary plans, right of way plans, and construction plans.

The ENGINEER shall prepare all plans through use of AutoCad version 2016. Unless otherwise specified all plan sheets and CAD plats shall be provided to the LOCAL AGENCY as 22"x34" (full size) and/or 11"x17" (half size) PDF files.

The ENGINEER will be required to produce and update the construction cost estimate for this project at the completion of each major milestone. The major milestones for this project are defined as preliminary design, right of way design, final design, and construction engineering.

PRELIMINARY DESIGN PHASE

The Preliminary Design Phase of this agreement shall include as site visit, performing a Categorical Exclusion submittal, Environmental and Cultural Clearances and survey. Preliminary designs for the roadway alignment, guardrail installation, a possible MSE retaining wall ranging from 50 to 190 feet long and less than 4 feet high, and drainage improvements.

Survey and Right-of-Way

1) Control Surveys:

- a) The control points established will be semi-permanent in nature. Whenever possible control points will be set outside of anticipated future construction limits.
 - b) 3-point ties will be prepared for the control and included in the construction plans
 - c) The horizontal datum for this project will be a Modified State Plane Coordinate System 1983, East Zone, as determined by using Real Time Kinematic (RTK) survey methods from the MoDOT – VRS – GNSS network.
 - d) The vertical datum for this project will be the NAVD88 Datum. Elevations will be established with the use of redundant GPS observations only.
- 2) Utility Surveys:
- a) Submit utility locate requests through the Missouri One Call System.
 - b) Coordination with the One Call field locators will be done, and field meets will be requested.
 - c) Facilities maps will be obtained.
 - d) Survey locations of marked lines and surface utility features will be surveyed.
 - e) Review existing utility maps and incorporate record facility data with surveyed locations.
- 3) Topographic Surveys:
- a) The surveys will cover approximately 850 linear feet, along East Rock Creek Road.
 - b) The survey data will be used to prepare 2D drawings along with a TIN file.
- 4) Right of Way Surveys:
- a) Research will be completed to gather records from the Jefferson County Recorder's Office.
 - b) Existing property monumentation pertinent to the parcels will be found and located.
 - c) Two (2) land acquisition descriptions will be prepared
- 5) Deliverables:
- a) PDF file of field notes.
 - b) Coordinate file in ASCII format
 - c) CAD basemap for the area surveyed
 - d) TIN file, and CAD drawing of the contours.

Preliminary Design

The plans will be designed in accordance with the latest version Missouri Standard Specification for Highway Construction, and all applicable design criteria for Jefferson County.

- 1) The ENGINEER shall undertake the following to develop the preliminary design plans:
 - a) Develop a preliminary design with the plan portion showing existing topography and the profile to show grades. The base drawings for the preliminary plans shall be used later as base drawings for right of way and final design plans, and shall include:
 - i. Survey data:

- 1) A Vertical Control point shall be established by providing a project bench mark tied to the nearest USGS bench mark.
 - 2) Horizontal Control points shall be established to determine sidewalk alignment.
 - 3) Existing utilities.
 - 4) Property ownership information.
- ii. Survey information provided by ENGINEER.
- b) The preliminary plans shall be prepared in accordance with the applicable sections of the EPG, as to what shall be shown thereon, including proposed design features.
- 2) The plan view English scale shall be 1" = 20' horizontal
 - 3) The cross section view English scale shall be 1" = 5' horizontal and 1" = 5' vertical.
 - 4) The profile view English scale shall be 1" = 20' horizontal and 1" = 5' vertical.
 - a) The ENGINEER shall prepare an estimate of probable cost. The LOCAL AGENCY shall prepare the right-of-way estimate based on the right of way requirements furnished by the ENGINEER.
 - b) The preliminary plans shall be submitted to the LOCAL AGENCY for review and approval.
 - c) The preliminary plans shall include the tentative additional easement and right-of-way limits, property lines and ownerships, existing easements, sections lines, township and ranges, any U.S. Surveys, COUNTY limits, and a general outline of the construction staging, critical design items, and other items as outlined in the MoDOT EPG.
 - d) Typical sections shall indicate pavement type and thickness as provided by the LOCAL AGENCY for existing roadways where applicable.
 - i. The LOCAL AGENCY will provide any as-built record information that it possesses on request.
 - 5) The ENGINEER will be responsible for obtaining Section 106 Clearance and a Categorical Exclusion.
 - 6) The ENGINEER will be responsible for:
 - a) Submitting required information to MoDOT for review and approval after LOCAL AGENCY approval.
 - 7) One stakeholder meetings (no public meetings) are proposed for this project.
 - a) One member of the ENGINEER team will attend each meeting.
 - b) LOCAL AGENCY to provide for meeting set-up and venue.
 - 8) Preliminary plans shall show proposed drainage improvements including new or relocated ditches and new or modified cross road.

- 9) ENGINEER will assist the LOCAL AGENCY with utility coordination, as needed, with affected utility companies. ENGINEER will attend one utility meeting, led by LOCAL AGENCY, to assist with relocation coordination.
- 10) Preliminary vertical and horizontal alignment plans shall be prepared for the proposed work as described above.
- a) Preliminary plans (30% Plans) shall be prepared for the described improvements and shall include the following:
- i. Title sheet.
 - ii. Typical sections.
 - iii. Plan profile sheets.
 - iv. Location and length of proposed retaining wall.
 - v. Location of proposed guardrail.
 - vi. Preliminary drainage improvements.
 - vii. Preliminary cross sections at 50' intervals.
 - viii. Preliminary driveway cross sections or profiles demonstrating traversable driveway grades.
 - ix. Necessary right-of-way and proposed easements depicted.
 - x. Location of all known utilities within the project limits.
 - xi. Approximate earthwork computations.
 - xii. Grading limits.
 - xiii. Preliminary engineer's estimate of probable construction cost.

PERMITS

- 1) The ENGINEER shall not be responsible for any permitting costs.

RIGHT-OF-WAY DESIGN

The ENGINEER shall prepare right-of-way plans, which will be used for design and construction details. The right-of-way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right-of-way and easements.

- 1) Preliminary right-of-way plans shall be submitted to the LOCAL AGENCY for review and approval prior to submitting to MoDOT for review and approval.
- a) New right of way lines and all easements shall be fully annotated and dimensioned.
- b) The following minimum design features shall be included on the right of way plans:
- i. Title sheet with the appropriate project limits, access note, and traffic data completed.
 - ii. Typical sections.
 - iii. Existing and proposed right-of-way and easement line work and annotation.
 - iv. Existing features.
 - v. Proposed improvements.

- vi. Driveway cross sections or profiles demonstrating traversable driveway grades.
 - vii. Construction limits (slope lines).
 - viii. Drainage facilities.
 - ix. Entrances and their reference location, existing and proposed grades, width and type.
 - x. Property information including ownership, book/page number on which their deeds are recorded, areas of new right of way, easement areas, and remaining property.
 - xi. Centerline bearing.
 - xii. Existing utility locations and easements, including replacement utility easements where applicable.
 - xiii. Horizontal and vertical curvature information.
 - xiv. Proper right of way symbolization for new right of way and easements, including areas which may be required to accommodate temporary erosion control.
- 2) The ENGINEER shall submit final signed and sealed right-of-way plans to LOCAL AGENCY AND MoDOT upon right-of-way plan approval by LOCAL AGENCY followed by MoDOT (Limited to one final copy on mylar, all other submittals on paper or PDFs).
- 3) The ENGINEER shall prepare an out-boundary description for the project based on the approved right-of-way plan.
- 4) The ENGINEER shall be responsible for revising the right-of-way and construction plans due to negotiations with the property owners to acquire the right of way (up to two sets of revisions). The ENGINEER will prepare legal descriptions for right-of-way/easement (temporary & permanent) takings. The LOCAL AGENCY will revise the right-of-way and easement plat and legal descriptions as needed based on property negotiations.

FINAL DESIGN PHASE

The Final Design Phase of this agreement shall include production and delivery of signed and sealed final design plans.

- 1) Upon request, the ENGINEER shall furnish design plans, which show approved right-of-way, drainage facilities, cross sections, roadway design features, and the retaining wall profile for the LOCAL AGENCY's and MoDOT's review, and for the LOCAL AGENCY's handling and coordination with the utility companies' existing facilities, and proposed plans of adjustments.
- a) The LOCAL AGENCY shall coordinate utility company activities for any adjustments required to be included in the final design plans.
- 2) The ENGINEER shall prepare detailed plan view and profile plans for review and approval before inclusion in the final design plans.

- c) Summary of quantities sheet.
 - d) Detailed quantities sheet.
 - e) Plan/profile sheets.
 - f) Control point sheet.
-
- g) Retaining wall profile sheets.
 - h) Warping detail sheets.
 - i) Guardrail and embankment plan.
 - j) Traffic control plans sheets.
 - k) Temporary erosion control plan.
 - l) Water resource management sheets.
 - m) Culvert sections.
 - n) Cross section sheets. Sections to be cut at 50-foot intervals and sections at the centerline of each driveway entrance and side street.
 - o) Driveway cross sections or profiles demonstrating traversable driveway grades.
 - p) Job special provisions in a format readable in LOCAL AGENCY's current word processor, and a spreadsheet file containing bid items and quantities.

Additional plans and information may be required to complete the Final Design Plans. With the submittal of the Final Design, the ENGINEER shall also provide the LOCAL AGENCY a statement that an internal quality control check has been conducted.

CONSTRUCTION ENGINEERING SERVICES PHASE

- 1) After the Final Design Phase of the project is completed, the ENGINEER shall be available to the LOCAL AGENCY to discuss and interpret the plans and specifications during the bidding and construction phase of the project as determined necessary by the LOCAL AGENCY.
- 2) ENGINEER will attend a pre-construction meeting at the request of the LOCAL AGENCY.
- 3) Review of contractor submitted shop drawings.
- 4) Make revisions (if any) to the drawings shown on markups provided by the Contractor. Submit reproducibles and a copy of the record drawings to the LOCAL AGENCY.

DRAWING AND DOCUMENT DELIVERABLES

The ENGINEER shall furnish the LOCAL AGENCY with the completed sheets and documents, as applicable, for the subject project as follows:

DELIVERABLES

- 1) PDF files of 30% preliminary plans showing profile grades, geometric data, alignment data, etc.
- 2) All information necessary for the permits as indicated elsewhere in the scope of services.
- 3) Approved Section 106 permit, if necessary.
- 4) PDF files and two (2) half size prints of the right of way plans, including cross sections for review and comment.

- 5) PDF files and (1) full sized set on mylar of final signed and sealed right of way plans.
- 6) PDF files and two (2) half size sets of plans for utility review, including cross sections. Additional sets will be required for each utility involved.
- 7) One (1) draft PDF file of the job special provisions for review. After corrections, the job special provisions shall be furnished in electronic format utilizing the LOCAL AGENCY's
- 8) latest word processing program. ENGINEER to furnish signed & sealed electronic copy of job special provisions and quantities for bid proposal.
- 9) PDF files and (2) half size sets of Final Design Plans for review and comment.
- 10) PDF files of Final Design Plans and cost estimate for submittal of PS&E to MoDOT.
- 11) PDF files and one (1) half size signed and sealed set of final PS&E approved design plans.
- 12) PDF file of As-Built Record drawings.

STANDARDS

The ENGINEER shall use the latest version of the following publications to determine the design criteria and procedure which will be followed for development of the project: "Federal Emergency Management Administration Flood Insurance Guidelines and Specifications," MoDOT "A Policy on Geometric Design of Highways and Streets," Storm water facility design shall be in accordance with applicable MSD criteria.

SERVICES EXCLUDED FROM THIS SCOPE

The following items are specifically excluded from the scope of this project:

- 1) Utility Agreements or Detailed Plans to adjust utilities.
- 2) Lighting plans.
- 3) Attendance at condemnation viewing, hearings, or trials.
- 4) Retaining wall structural design, details, and calculations. It has been assumed that there will be one MSE retaining. It is assumed that the retaining wall will be designed and supplied from an Approved Master Plan Retaining Wall Systems and that the Contractor for construction of the project will complete all the requirements for zoning approval and construction of the approved wall system. It is assumed that the Retaining Wall Documents supersedes Missouri Standard Specifications for Highway Construction Section 720.

If the anticipated retaining wall and/or other retaining walls are required and do not meet the criteria as required by the LOCAL AGENCY, additional scope and fee will be required. If Missouri Standard Specifications for Highway Construction Section 720 is applicable, additional scope and fee will be required.

- 5) Geotechnical exploration, testing, and recommendations are not included for the anticipated MSE retaining wall.

If the anticipated retaining wall and/or other retaining walls are required and do not meet the criteria as outlined in the code enforcement document, additional scope and fee will be required for geotechnical tasks.

-
- 6) ~~Daily field inspections are not included for the construction phase of the project. ENGINEER~~ is not responsible for documenting, daily progress, weather conditions, materials used, quantity of materials, equipment and all other LPA requirements associated with inspection work.
 - 7) Right-of-way appraisals and acquisition of the necessary right-of-way or easements by negotiation or condemnation.

ATTACHMENT B

ESTIMATE OF COST

Project: **East Rock Creek Road**

Prepared for: **Robert Russell**

Prepared by: **Steve Stirnemann**

Prepared on: **September 11, 2018**

Revised on: **November 20, 2018**

Revised on:

<i>Description:</i>	<i>Fee</i>	<i>Profit</i>
Surveying	\$8,226.94	\$1,011.70
Right-of-Way Survey	\$6,355.61	\$665.94
Engineering Services	\$44,985.65	\$5,585.17
Construction Engineering Services	\$3,646.10	\$452.68
Design Total	\$63,214.30	\$7,715.49

See Attached Sheets For Details

Engineering Design Source, Inc.

East Rock Creek Road
Jefferson County
Topographic Survey
November 20, 2018

Task Item	Principal	Sr. Surveyor	Surveyor	Sr. Tech	Tech	Survey Crew	Admin	Total
1. Control								
1.1 Control Search & Plan			1					1
1.2 Horizontal Control - Modified State Plane Coordinate System						2		2
1.3 Vertical Control - NGVD88 Datum						2		2
1.4 Balance/Process Coordinates		1						1
1.5 Three Point Ties - Field						2		2
1.6 Three Point Ties - CAD					2			2
1.7 Meetings / Project Coordination / QA/QC			2					2
SUB-TOTAL HOURS	0	0	0	4	0	2	0	12
2. Utility Coordination - For Locations								
2.1 Coordination & Scheduling			1					1
2.2 Submitting One Call Tickets					2			2
2.3 Map Requests & Meetings					2			2
2.4 Survey Locations of Marked Utilities						2		2
2.5 Log Utility Data					2			2
2.6 Process Basefile & Incorporate Record Facility Data					8			8
2.7 QA/QC			2					2
SUB-TOTAL HOURS	0	0	0	3	10	14	0	27
3. Topographic Survey								
3.1 Coordination & Scheduling			1					1
3.2 Field Work - Roadway (850 lf)						16		16
3.4 Process Data				12				12
3.5 Annotate Drawings					4			4
3.6 Create TIN				8				8
3.7 QA/QC			2					2
SUB-TOTAL HOURS	0	0	0	20	4	16	0	40
4. Final Base Drawings								
4.1 Finalize Basemap			1					1
4.2 Final QA/QC & Submittal		1						1
SUB-TOTAL HOURS	0	1	0	0	0	0	0	2
MAN HOURS BY CLASSIFICATION	0	1	0	20	4	16	0	41
	Principal	Sr. Surveyor	Surveyor	Sr. Tech	Tech	Survey Crew	Admin	
Unburdened Rate	\$88.00	\$43.27	\$41.60	\$31.05	\$25.00	\$46.51	\$28.00	
Overhead Rate 154.82%	\$105.28	\$66.99	\$64.41	\$48.07	\$38.71	\$72.01	\$43.35	
Profit 14.5%	\$25.13	\$15.99	\$15.37	\$11.47	\$9.24	\$17.18	\$10.35	\$1,011.70
Average Hourly Billing Rate	\$198.40	\$126.25	\$121.38	\$90.59	\$72.94	\$135.70	\$81.70	LABOR-TOTAL
COST BY CLASSIFICATION	\$0.00	\$126.25	\$1335.13	\$1,611.88	\$1,458.84	\$3,255.84	\$0.00	\$7,998.94

Direct Costs	Item	Cost	Unit Price	Quantity	Unit
Printing/Copying - Small		\$6.00	\$0.15	40	Each
Printing/Copying - Large		\$2.00	\$1.00	2	Each
Courier		\$0.00	\$15.00	0	Each
Vehicle Usage		\$180.00	\$45.00	4	Per Day
Misc. Survey Supplies		\$50.00	\$50.00	1	Lump Sum
DIRECT COST - TOTAL		\$238.00			

Assumptions:

Topographic Survey Total Fee \$8,226.94

Engineering Design Source, Inc.

East Rock Creek Road
Jefferson County
Right-of-Way
November 20, 2018

Task Item	Principal	Sr. Surveyor	Surveyor	Sr. Tech	Survey Crew	Admin.	Total
1. Property Research							
1.1 Record Research				6			6
1.2 Review Record Documents		2					2
1.3 Calculate and Draw Record Data				12			12
1.4 QA/QC							0
SUB-TOTAL HOURS	0	2	0	20	0	0	22
2. Record Right-of-Way Survey							
2.1 Coordination & Scheduling			1				1
2.2 Corner Search					4		4
2.3 Corner Locate					4		4
2.4 Process Data & Establish Approximate ROW		8		8			16
2.5 QA/QC		2					2
SUB-TOTAL HOURS	0	10	1	8	8	0	27
MAN-HOURS BY CLASSIFICATION	0	12	1	28	8	0	49
Unburdened Rate	Principal \$68.00	Sr. Surveyor \$43.27	Surveyor \$41.60	Sr. Tech \$31.05	Survey Crew \$46.51	Admin. \$48.51	\$28.00
Overhead Rate 154.82%	\$105.28	\$66.99	\$64.41	\$48.07	\$72.01	\$72.01	
Profit 14.5%	\$25.13	\$15.99	\$15.37	\$11.47	\$17.18	\$17.18	\$885.84
Average Hourly Billing Rate	\$198.40	\$126.26	\$121.38	\$90.59	\$135.70	\$135.70	LABOR-TOTAL
COST BY CLASSIFICATION	\$0.00	\$1,514.98	\$121.38	\$2,536.64	\$1,085.61	\$0.00	\$5,258.61

Direct Costs	Item/ Cost	Unit Price	Quantity	Unit
Printing/Copying - Small	\$3.00	\$0.15	20	Each
Printing/Copying - Large	\$4.00	\$1.00	4	Each
Vehicle Usage	\$90.00	\$45.00	2	Per Day
Record Research	\$100.00	\$100.00	1	Lump Sum
ROW / Easement - Land Acquisition Description	\$900.00	\$450.00	2	Each
DIRECT COST - TOTAL	\$1,097.00			

Assumptions: EDSI will not be ordering title reports on any impacted parcels
EDSI will not be preparing easement or ROW plats

Right-of-Way Survey Total Fee \$6,355.61

East Rock Creek Road
Jefferson County
Engineering/Construction Services

Date Prepared: September 11, 2016
Date Revised: November 20, 2016



Task Item	Project Manager	Senior Surveyor	Engineer	Sr. Civil Technician	Senior Surveyor	Sr. Survey Technician	Survey Crew (2 person)	Administration	Total
Primary Design Phase									
Title sheet									
Environmental and Cultural Clearances									
Categorical Exclusion (CE)									
Stakeholder Meeting/Utility Meeting									
QA/QC									
Administration									
Sub-TOTAL HOURS									
Hourly Salary Rate (Average)	\$69.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Subtotal	\$198.40	\$1,863.39	\$758.60	\$534.50	\$0.00	\$0.00	\$0.00	\$81.70	\$3,436.59

Primary Plans									
Title sheet									
Typical Sheets									
Demolition Sheets									
Hand-drawn Sheets									
Driveway Profiles									
Right-of-Way Plan Sheets									
Utility Coordination									
Grading sheets									
Signaling and Striping									
Cross Sections									
Construction details (1 sheet)									
Cost estimate									
Client Communications / Meetings									
QA/QC									
Administration									
Sub-TOTAL HOURS									
Hourly Salary Rate (Average)	\$69.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Subtotal	\$198.40	\$1,863.39	\$758.60	\$534.50	\$0.00	\$0.00	\$0.00	\$81.70	\$3,436.59

Right of Way Design									
Parcel information									
Title sheet									
Typical Sections									
Right-of-Way Plan Sheets									
Client Communications / Meetings									
QA/QC									
Administration									
Sub-TOTAL HOURS									
Hourly Salary Rate (Average)	\$69.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Subtotal	\$198.40	\$1,863.39	\$758.60	\$534.50	\$0.00	\$0.00	\$0.00	\$81.70	\$3,436.59

Final Design									
Title sheet (1 sheet)									
Summary of Quantities									
Coordinate Sheet									
Typical Sheets									
Demolition Sheets									
Right-of-Way Plan Sheets									
Plan/Profile Sheets 1"x20"									
Driveway Profiles									
Grading sheets									
Signaling and Striping Plan									
Storm Sewer Profiles									
Temporary Erosion & Sediment Control									
Traffic Control / Striping									
Detail Sheets									
Standard Drawings									
Cross Sections									
Quantities and Cost Estimate									
JSPs									
Client Communications / Meetings									
QA/QC									
Administration									
Sub-TOTAL HOURS									
Hourly Salary Rate (Average)	\$69.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Subtotal	\$198.40	\$1,863.39	\$758.60	\$534.50	\$0.00	\$0.00	\$0.00	\$81.70	\$3,436.59

Plans, Specifications and Estimate									
Title sheet (1 sheet)									
Summary of Quantities									
Coordinate Sheet									
Typical Sheets									
Right-of-Way Plan Sheets									
Demolition Sheets									
Plan/Profile Sheets 1"x20"									
Driveway Profiles									
Grading sheets									
Signaling and Striping Plan									
Storm Sewer Profiles									
Temporary Erosion & Sediment Control									
Traffic Control / Striping									
Detail Sheets									
Standard Drawings									
Cross Sections									
Quantities and Cost Estimate									
JSPs									
Client Communications / Meetings									
QA/QC									
Administration									
Sub-TOTAL HOURS									
Hourly Salary Rate (Average)	\$69.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Subtotal	\$198.40	\$1,863.39	\$758.60	\$534.50	\$0.00	\$0.00	\$0.00	\$81.70	\$3,436.59

Hourly Rates									
Project Manager	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Senior Surveyor	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Engineer	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Sr. Civil Technician	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Senior Surveyor	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Sr. Survey Technician	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Survey Crew (2 person)	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	
Administration	\$115.00	\$115.00	\$32.50	\$36.25	\$45.50	\$32.00	\$53.30	\$28.00	

Salary Total	\$16,116.83
Burden & Overhead (104.82%)	\$23,402.48
Subtotal	\$39,519.31
Profit (14.5%)	\$5,730.30
Hourly Billing Rate	\$44,103.88
Sub-Total Costs	\$44,103.88
Estimated Direct Costs (2%)	\$882.08

DESIGN TOTAL \$44,985.96

East Rock Creek Road
Jefferson County
Construction Engineering Services

Date Prepared: September 11, 2018
Date Revised: November 20, 2018



Task Item	Project Manager	Senior Rdwy Engineer	Engineer	Sr. Cadd Technician	Senior Surveyor	Sr. Survey Technician	Survey Crew (2 person)	Administration	Totals
Construction Engineering Phase									
Pre-Construction Meeting		2							2
RFI Response	1	4	2						7
As-Built Record Drawings		1	1	1					3
Stake New Right-of-Way Corners	1			2			8		11
Administration	1							1	2
SUB-TOTAL HOURS	3	7	3	3	0	0	8	1	25
Hourly Salary Rate (Average)	\$68.00	\$51.50	\$32.50	\$36.25	\$45.56	\$32.00	\$53.30	\$28.00	
Subtotal	\$204.00	\$360.50	\$97.50	\$108.75	\$0.00	\$0.00	\$426.40	\$28.00	\$1,226.15
	\$595.21	\$1,051.83	\$284.47	\$317.30	\$0.00	\$0.00	\$1,244.10	\$81.70	\$3,674.61
TOTAL HOURS	3	7	3	3	0	0	8	1	25

	Project Manager	Senior Rdwy Engineer	Engineer	Sr. Cadd Technician	Senior Surveyor	Sr. Survey Technician	Survey Crew (2 person)	Administration	
	\$68.00	\$51.50	\$32.50	\$36.25	\$45.56	\$32.00	\$53.30	\$28.00	
	\$105.28	\$79.73	\$50.32	\$56.12	\$70.54	\$49.54	\$52.52	\$43.35	
	\$173.28	\$131.23	\$52.82	\$92.37	\$116.10	\$81.54	\$135.82	\$71.35	
	\$25.13	\$19.03	\$12.01	\$13.39	\$16.83	\$11.82	\$19.69	\$10.35	
	\$198.40	\$150.26	\$94.82	\$105.77	\$132.93	\$93.37	\$155.51	\$81.70	
	\$595.21	\$1,051.83	\$284.47	\$317.30	\$0.00	\$0.00	\$1,244.10	\$81.70	
	2.917689	2.917689	2.917689	2.917689	2.917689	2.917689	2.917689	2.917689	2.917689

Salary Total **\$1,226.15**
Burden & Overhead (154.82%) **\$1,896.78**
Subtotal **\$3,121.93**
Profit (14.5%) **\$452.68**

Hourly Billing Rate
Sub-Total Costs **\$3,674.61**
Estimated Direct Costs (2%) **\$71.49**

DESIGN TOTAL \$3,646.10

ATTACHMENT C
BREAKDOWN OF OVERHEAD RATES

THIS SHEET INTENTIONALLY LEFT BLANK
SEE FOLLOWING SHEET



105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

August 29, 2018

Ms. Susan Mathew-John
Engineering Design Source, Inc.
16141 Swingley Ridge Road, Suite 300
Chesterfield, MO 63017

Dear Ms. Mathew-John:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Engineering Design Source, Inc. will be added to the Approved Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down the page to Consultant Services under the More Links – select Consultant Pre-qualification Requirements – select Approved Consultant Pre-qualification List.

The rate(s) shown in the following table represent the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2017. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	154.29%
Facilities Capital Cost of Money Rate	.53%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Kelly R. Nickamp
Audit Manager
Audits and Investigations

cc: Rodney Braman-de



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

ATTACHMENT D

SCHEDULE

Preliminary Plans Submitted to MoDOT:	No Later Than April 15, 2019
Right-of-Way Plans Submitted to MoDOT:	No Later Than October 15, 2019
PS&E Submitted to MoDOT:	No Later Than February 15, 2020
Target PS&E Approval from MoDOT	No Later Than April 1, 2021

ATTACHMENT E

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

INSTRUCTIONS FOR CERTIFICATION

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

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/s/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 F

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/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 are 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 G

DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment H – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/ENGINEERS
Local Federal-aid Transportation Projects

Firm Name (ENGINEER): Engineering Design Source Inc.

Project Owner (LPA): Jefferson County

Project Name: East Rock Creek Road Safety Improvements

Project Number: STP-5403(677)

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

Printed Name: Kenneth Waller

Signature: Kenneth Waller

Date: 12-11-2018

ENGINEER

Printed Name: Steve Stirnemann, PE

Signature: Steve Stirnemann

Date: 11/20/18