

BILL NO.: 16-0803

ORDINANCE NO: 16

*2914*

INTRODUCED BY: COUNCIL MEMBER(s)

*Boyer*

1           **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**  
2           **AWARD THE ENGINEERING SERVICES CONTRACT AND TO EXECUTE**  
3           **THE AGREEMENT BETWEEN THE COUNTY OF JEFFERSON AND EFK**  
4           **MOEN, LLC FOR OLD STATE ROUTE 21 AT LIONS DEN ROAD**  
5           **INTERSECTION IMPROVEMENTS DESIGNATED AS PROJECT STP-5462**  
6           **(607) IN COUNCIL DISTRICT 2.**

7           **WHEREAS,** The County of Jefferson Missouri issued a Request for  
8           Qualifications for design, right of way, construction and construction engineering  
9           services for the intersection improvements at Old State Route 21 at Lions Den Road  
10          designated as project STP-5462 (607); and

11          **WHEREAS,** The County of Jefferson Missouri in response to a certain Request  
12          for Qualifications issued by the County, received proposals for design, right of way,  
13          construction and construction engineering services for the intersection improvements at  
14          Old State Route 21 at Lions Den Road designated as project STP-5462 (607); and

15          **WHEREAS,** after reviewing the proposals, the County selected three qualified  
16          engineering firms to interview for the intersection improvements at Old State Route 21 at  
17          Lions Den Road Project. Those firms were EFK Moen, LLC, AMEC and Horner &  
18          Shifrin, Inc.; and

**FILED**

AUG 15 2016

1           **WHEREAS**, after interviewing the three qualified engineering firms, the County  
2   has determined that a certain engineering firm, EFK Moen, LLC represents the best  
3   qualified proposal for the project and meets the Request for Qualifications by the County;  
4   and

5           **WHEREAS**, the County of Jefferson finds it now necessary and in the best  
6   interest of the County to award the intersection improvements at Old State Route 21 at  
7   Lions Den Road Project to EFK Moen, LLC as the best qualified firm and to execute an  
8   agreement for the design, right of way, construction and construction engineering  
9   services contract not to exceed fifty-four thousand one hundred fifty-three dollars and  
10   fifty-six cents (**\$54,153.56**), conditional on the concurrence of the Missouri Department  
11   of Transportation and the Federal Highway Administration. A copy of said agreement is  
12   attached hereto as Exhibit A.

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

15           Section 1.   The County awards the design, right of way, construction and  
16   construction engineering services contract for the Old State Route 21 at Lions Den Road  
17   Project to the best qualified firm for the project, being EFK Moen, LLC in the amount of  
18   fifty-four thousand one hundred fifty-three dollars and fifty-six cents (**\$54,153.56**).

19           Section 2.   The County Council authorizes the County Executive to execute any  
20   agreement or document necessary to effectuate the award of the contract set forth in the  
21   Ordinance. A copy of said agreement is attached hereto as Exhibit A and incorporated by  
22   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  
3 Clerk consistent with the rules and procedures for the maintenance and retention of  
4 records as promulgated by the Secretary of State.

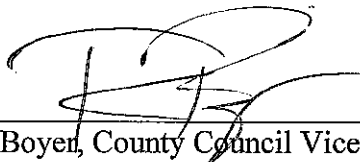
5        Section 4. This Ordinance shall be in full force and effect from and after its date  
6 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall  
7 not affect the remainder of this Ordinance.

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

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Absent</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 8th DAY OF August, 2016:

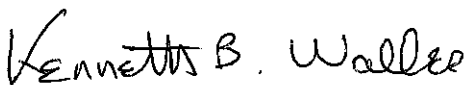
✓ PASSED        FAILED

  
\_\_\_\_\_  
Bob Boyer, County Council Vice Chair

  
\_\_\_\_\_  
Pat Schlette, Council Administrative Assistant

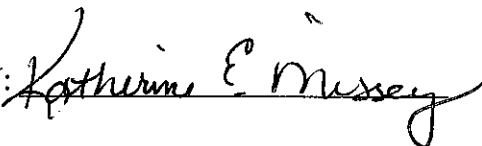
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY  
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,  
MISSOURI, THIS 10<sup>th</sup> DAY OF AUGUST, 2016.

THIS BILL WAS        VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN  
OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS        DAY  
OF       , 2016.

  
\_\_\_\_\_  
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

  
\_\_\_\_\_  
Wes Wagner, County Clerk

BY: 

Reading Date: 08-08-2016

**Exhibit A**

**JEFFERSON COUNTY  
FEDERAL PROJECT NO. STP-5462(607)  
Old State Route 21 at Lions Den Road Intersection Improvements**

**ENGINEERING SERVICES CONTRACT**

*THIS CONTRACT* is between the **County of Jefferson**, Missouri, hereinafter referred to as the "Local Agency", and EFK Moen, LLC with offices located at 13523 Barrett Pkwy Dr, Suite 250, St. Louis, MO 63021, 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 construct intersection improvements at the Old State Route 21 intersection with Lions Den Road 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 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Consultant: The Consultant 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 Consultant 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 Contract	Contract \$ Amount to Apply to Total DBE Goal	Percentage of Subcontract dollar value applicable to total goal
EFK Moen, LLC	Engineering	\$54,153.56	\$54,153.56	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 30 calendar days after receiving notice to proceed.
- B. Preliminary Design Phase – Within 120 calendar days after receipt of completed survey.
- C. Right of Way Phase – Within 90 calendar days after receipt of final approval of preliminary plans by MoDOT.
- D. Final Design Phase – Within 90 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 2/28/2018.
- F. Construction Engineering Phase – As required in Article I – Scope of Services, Attachment A.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, 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 \$5,900.67, with a ceiling established for said design services in the amount of \$49,909.33, which amount shall not be exceeded.
- B. For construction engineering services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$504.82, with a ceiling established for said design services in the amount of \$4,244.23, 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 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 58.727% 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 123.802 % of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once monthly. 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 Consultant 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. | Survey 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 95% |
| 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:

**No subcontractors will be required for this project.**

**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 Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant 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 Consultant 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 Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant 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 Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C The Consultant 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 Consultant. This liability shall survive and shall not be waived, or estopped by final

payment under this Agreement.

- D The Consultant 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 Consultant is deprived of the opportunity to complete the Consultant's services.
- E Upon the occurrence of any of the following events, the Consultant 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 Consultant's original notice, the Consultant 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 Consultant 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 consultant'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. Consultant 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 Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant 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 Consultant 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 Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C The Consultant'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 Consultant shall, upon request at any time, provide the Local Agency with certificates of

insurance evidencing the Consultant'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 - Breakdown of Overhead Rates

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

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

Attachment F - DBE Contract Provisions

Attachment G - Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 26<sup>th</sup> day of July, 2016.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR: JEFFERSON COUNTY, MISSOURI**

BY: Kenneth B. Waller  
COUNTY EXECUTIVE

ATTEST: Wes Wagner County Clerk Katherine P. Missey Deputy Clerk

**FOR: EFK Moen, LLC**

BY: Linda Moen  
PRESIDENT

ATTEST: Paul R. Rife

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.

[Signature]  
COUNTY AUDITOR

APPROVED AS TO FORM  
[Signature]  
COUNTY COUNSELOR

## **ATTACHMENT A**

### **Old State Route 21 at Lions Den Road Engineering Services Contract Scope of Services**

#### **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 may be required to be submitted include the following:
  - 1. Complete the required information for the State Historic Preservation Officer assuming a new alignment and a construction cost over \$150,000.00.
  - 2. 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.

#### **II. Field Surveys and Data Collection Phase**

- A. The consultant shall complete a general field check of the project to evaluate existing topographic conditions.
- B. Existing right-of-way and property lines shall be located.
- C. 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.
- D. Topography survey covering area sufficient for this roadway realignment and reconstruction project.
- 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 and other project element options with the County before proceeding with Preliminary Design Phase. The Consultant shall limit the number of options to two or three.

### **III. Preliminary Design Phase**

- A. After all field survey data has been obtained and platted; the Engineer shall provide drawings to the County on 22" x 34" plan sheets or electronic delivery either by way of PDF or CD-ROM. Delivery method shall be at the discretion of the County.
- B. It is anticipated that a FEMA No-Rise Certificate based on the 100-year hydraulic study will NOT be required for this project.
- C. Preliminary plan and profile at a scale that shows the plan clearly and that are approximately 30% complete. Said plan to include the following:
  1. Cover sheet with legend, sheet index, location map and abbreviations.
  2. Proposed typical sections.
  3. Reference tie sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
  4. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
  5. Field Survey Data.
  6. Topographic information of the existing roadway.
  7. Existing property lines and easements (based on existing documents and field surveys).
  8. Approximate construction limits, easements and new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
  9. The location of all utilities, and book and page if the easement is on private property, based on available information, including any known wells and individual waste systems.
  10. Side road profiles for each of the abutting roadways, drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically will be shown on separate profile sheets.
  11. A preliminary analysis of stormwater drainage impacts will be completed. A preliminary stormwater drainage layout will be designed and shown on plan



sheets. A technical memorandum will be completed summarizing this task. Cross sections for mainline and side roads will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. For the preliminary cross sections, only proposed pavement will be shown to generate construction limits. Driveway sections will also be shown at the preliminary plan stage.

12. Prepare Engineer's Estimate of Probable Cost (EEOPC) – The Consultant will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing MoDOT's Estimate program, as well as other sources of published unit bid prices for construction.
13. Proposed improvements.
14. Preliminary roadway profile.
15. Roadway cross sections.

E. In addition to the above tasks, included in the preliminary plan preparations is;

1. Utility Coordination - The Consultant will provide a preliminary phase plan submittal to utility providers. This will include a full set of D size plans (which will include title sheet, typical section sheets, plan sheets, and cross section sheets). A PDF copy of this plan set will be made as well for forwarding to the utility companies. Upon request, AutoCAD copies of the plans can be made available to the utilities for their use.
2. One (1) Open House/Public Meeting to present the preliminary plans to the affected stakeholders, elected County officials, and other interested parties; up to three (3) Consultant employees shall be on hand at the public meeting to assist with presentations and answer stakeholder questions.
3. A maximum of three (3) design progress review meetings, one of which will be a plan-in-hand type of site visit that will field verify that all existing topographic features are correctly represented on the plan set.
4. Copy of 11x17 preliminary plan for each stakeholder to take home, as well as a quick fact sheet for the project, limited to fifty (50) copies of each.
5. Drainage Design - In order for an accurate and complete picture of the right of way needs for the project, the drainage design will be expedited. The drainage design will include:
  - a. Assessment of the existing and proposed watershed and drainage areas.
  - b. Assessment of the existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused.

- c. Type, size, and location of the necessary drainage features for the project, including enclosed drainage features (inlets and pipes).
  - d. Culvert (pipe) profile sheets drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.
  - e. For the public meetings, the Consultant will provide two (2) copies of the strip map of the proposed design, showing the existing topography, proposed infrastructure limited to pavement limits, curb and gutter locations, sidewalks, property information, construction limits, proposed right of way takings, and hatching. The strip maps will be mounted on display boards and will be on a high gloss paper. One (1) sample copy of the strip map will be provided one week prior to the meeting for County comments and questions. Consultant will work with the County to provide the quick fact sheet and a questionnaire/comment form for those in attendance at the public meeting.
- E. Apply to MoDOT for any required design variances.
  - F. Submit preliminary drawings to Jefferson County and MoDOT for review and comment.
  - G. Provide County with preliminary estimate of construction cost.
  - H. 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 PHASE -After review of the preliminary plan comments, both from the results of the questionnaire and comments from the public meeting, the Consultant will modify the plans to correspond to any Client driven changes and proceed towards final design of the project. At this point, the Consultant will begin the preparation of right of way and easement documents, separating the current plans into Construction Plans and Right of Way Plans. All property takings and easement acquisition will be completed by the County using the Right of Way Plans and Legal Descriptions prepared by the Consultant, as follows:
  - 1. Each easement or right of way acquisition will be shown on the right of way plans only. Each right of way taking will be separated between taking from a prescriptive easement, and that taken from private property.
  - 2. Preparation of right of way or easement documents for this project is limited to the preparation of Right of Way Plans. No individual exhibits (by parcel) will be prepared for this project. Should individual exhibits be desired for any parcel, a contract amendment will be required to complete the work.

3. Metes and bounds descriptions meeting Missouri Minimum Standards for all new right of way, permanent easements, and temporary easements will be provided for each parcel. One (1) Microsoft Word document containing all the required easements or takings will be provided for each parcel.

B. In addition to the aforementioned requirements, the following items and assumptions are also included in this phase of work:

1. It is assumed that revisions to the submitted legal descriptions will be required based on the results of negotiations and design changes. The number of revised legal descriptions shall be limited to ten (10) legal descriptions. Any legal descriptions requiring revision over this limit will require a contract amendment. The revisions resulting from negotiations will also be incorporated into the Construction Plans and Documents at this time.
2. It is understood that the County will provide all right of way and easement negotiation services for this project, including the preparation of individual property drawings or sketches to aid in the negotiations. Individual exhibits by parcel will not be provided.
3. Any work required for condemnation, should it be required for any parcels, is specifically excluded from this scope.
4. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor.
5. A maximum of two (2) meetings will be included for this phase of the project. These meetings will include time required to coordinate design and legal descriptions to the specific needs of the right of way appraiser/negotiator, as well as site visits to investigate additional design scenarios to aid in right of way negotiations.
6. Right of Way Plans will be separate drawings from those used for design and construction details. The Right of Way (ROW) Plans will 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 existing easements. The ROW Plans will also include any plan details, which will require additional right of way or easements during the construction phase of the project such as temporary pavement, temporary erosion control, etc. Right of Way Plans include title sheet, typical sections, split plan and profile sheets, and cross sections of the roadway, entrances, and side roads. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner may be shown in tabular form on the respective sheets. Property lines, ownership, street lines existing right of way and existing easements and other land survey information will be shown.
7. Right of Way Plans shall conform to the Missouri Department of

Transportation's Right of Way Checklist found in the Engineering Policy Guide, Section 236.13.

- C. 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.
- D. Prepare all permanent and temporary easements and new right-of-way plats, as required, for each parcel, complete with legal descriptions for each and a legal description for the centerline of the road. 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.
- E. 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 Consultant shall prepare the final design in accordance with the expectations of the County Project Manager or County 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 and the Missouri Department of Transportation.
- D. All permanent and temporary easements and new right-of-way are to be shown on the plans.
- E. Final cross-sections of the proposed improvements at a scale of 1" = 10' horizontally and vertically at 50 foot intervals.
- F.. Traffic staging plans.
- G. Provide technical specifications including tabulations of bid quantities. Signed and sealed by a Professional Engineer.
- H. Submit final PS&E, (Plans, Job Special Provisions and Estimates) to Jefferson County and MoDOT for review and approval.
- I. Incorporate final comments from MoDOT and Jefferson County into the plans and technical specifications.

- J. Utilities: The consultant 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.
- K. Discuss with adjoining property owners the locations of any wells or individual waste systems that might affect this project. Show on plans.
- L. An estimate of construction costs.
- M. Plans to include "B" Sheet showing the breakdown of quantity locations.
- N. Provide an electronic copy of the Final Plans and Job Special Provisions to the Local Agency.
- O. Copies of plans, specifications, and bid documents for bidding shall be provided as an as-needed reimbursable expense. Plans shall be made available as full size (22"x 34") and half size (11"x17").

## **VI. Construction Phase**

The Final PS&E submittal for this project will include the following information:

1. Final Field Check – Consultant will complete a final field check of the project to review the proposed design against the existing conditions.
2. Cover sheet with legend, sheet index, locator map, and abbreviations.
3. Tabulation of Quantities – Quantity sheets (Summary Sheet will be provided, and subsequent quantity breakdown sheets with per item/per sheet quantities will be provided)
4. Proposed typical sections
5. Reference tie sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.
6. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically.
7. Side road profiles, drawn to a scale of 1" equal to 20' horizontally and 1" equals 5' vertically will be shown on separate profile sheets.
8. Intersection geometries and warping details will be provided for each intersection.

9. Proposed storm sewer design, calculations, and storm sewer profiles. Profiles for storm sewer pipe to be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.
10. Striping and Signage plans will be shown on a split plan/plan sheet drawn at a scale of 1" equal to 50' horizontally.
11. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally.
12. Construction Phasing and Staging shown on split plan sheets drawn to a scale of 1" equals 50'. Construction Phasing and Staging Plans will show required road closures, detours, and required signage
13. General construction detail sheet(s)
14. Cross sections for the mainline and side roads shall be provided at fifty-foot intervals along the proposed centerline of the alignment. Cross sections will be drawn at a scale of 1" equals 5' both horizontally and vertically. Driveway sections will be included in addition to the 50-foot interval cross sections. Driveway sections will be shown as they numerically appear and sufficient survey will be provided to design the driveway from the new roadway grade to the controlling house grade (for minimum impact conditions). For each cross section, right of way, easement, and utility information will be graphically shown.
15. Prepare Engineer's Estimate of Probable Cost (EEOPC)- The Consultant will, based on the Final Plans, complete an engineer's estimate of probable cost utilizing MoDOT's Estimate program, as well as other sources of published unit bid prices for construction.

In addition to the specific plan requirements of the Construction Plans, the following items and assumptions are also included in this phase of work:

16. Utility Coordination- The Consultant will make a Final PS&E (paper copy) submittal to each utility company with facilities within the project corridor. A PDF copy of this plan set will be made as well for forwarding to the utility companies. Upon request, AutoCAD copies of the plans can be made available to the utilities for their use.
17. The County will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.
18. This scope allows for the Consultant's attendance at two (2) Utility Coordination Meetings in conjunction with the project. The meetings will coincide generally be several weeks after the two plans submittals

made to the utility companies (after the Preliminary Plans and Final PS&E submittals).

19. The Missouri Department of Transportation's Missouri Standard Specifications Book for Highway Construction (2016 or Current Edition) will be adopted for the specifications of this project and appended as needed in the Job Special Provisions. The Consultant will provide the Technical Specifications and Job Special Provisions as required. The County will provide the front-end documents. The Consultant will meet with the County prior to generating the specifications and JSP's to discuss project specific issues to be addressed in the project manual.
20. Design approvals will be acquired by the Consultant. This includes:
  - MoDOT approvals for Federal Reimbursement including Preliminary Plans, Right of Way Plans, and Final Plans, Specification and Estimate (PS&E) Submittals
  - Missouri Department of Natural Resources Cultural Resource Clearance – Section 106 Permit
  - Stormwater discharge permit application will be required"Approval" does not infer that the Consultant is responsible for the fees associated with these approvals. The County shall be responsible for all fees associated with acquiring the permits, but the Consultant will be responsible for forms, submittals, and meetings to complete the submittal.
21. A maximum of four (4) design progress review meetings -one of which will be a plan-in-hand type of site visit that will field verify the final design plan set against existing conditions.

**VII. Bidding Phase -** The Bidding Phase for this project will include:

- (1) The County will assemble the bidding packages for the project, including the plan sets and bound project manual. The Consultant will provide one (1) reproducible plan set as specified in the Deliverables Section so the County can assemble the bidding packages.
- (2) Answering verbal Requests for Information (RFI) during the bidding phase
- (3) Issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)
- (4) Attendance at the pre-construction meeting
- (5) Answer contractor questions during construction and make periodic site visits when requested by the Client, for special issues regarding plan conformance or plan interpretation, which will be limited to sixteen (16) hours.

## **VIII. Deliverables**

1. The deliverables required for this project will include the following (whenever a submittal is made to MoDOT, it is understood that a PDF set will accompany the hard copy of the submittal): The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
2. Three (3) half-size sets of Initial Preliminary Plans printed on 11"x17" bond paper for review by the County.
3. Five (5) half-size sets of Preliminary Plans to the County (3 sets) and MoDOT (2 sets), and three (3) half-size sets to the utility companies.
4. Three (3) half-size sets of Preliminary Right of Way Plans for review by the County.
5. Two (2) paper copies of each legal description to the County for their use.
6. Five (5) half-size sets of Final Right of Way Plans to the County (3 sets) and MoDOT (2 sets), plus two (2) full size sets to the County for appraiser/negotiator use.
7. Five (5) half-size sets of Construction Plans for preliminary review by the County (3 sets) and MoDOT (2 sets), and three (3) half-size sets to the utilities for review. In addition, one (1) electronic set of Job Special Provisions will be submitted to the County and MoDOT for preliminary review.
8. Five (5) half-size sets of Construction Plans for final review by the County and MoDOT, and one (1) electronic set of Job Special Provisions will be submitted to the County and MoDOT for final review.
9. One full size, unbound set of Construction Plans, five (5) half-size sets of Final Construction Plans, and one (1) set of original Job Special Provisions to the County. The County will be responsible for replicating the plans for bidding.
10. One (1) Compact Disk (CD) containing an electronic copy of the Plans in Microstation format and including one (1) copy of the Job Special Provisions in Microsoft Word format. The design will be completed in Microstation (using Geopak as the design software) and converted to AutoCAD for submittal to the utilities requesting electronic files.

## **IX. 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 reproducibles and a copy of the record drawings to Jefferson County.

**Attachment B  
Estimate of Cost**

Project Name: Lions Den Intersection  
EFK•Moen, LLC  
July 13, 2016

	Hours	Cost
Surveys	264	\$7,726.35
Roadway Design	225	\$7,744.16
<b>Total Hours</b>	<b>489</b>	<b>\$15,470.51</b>
	Overhead	182.529% \$28,238.16
	<b>Subtotal</b>	<b>\$43,708.66</b>
	Fixed Fee	13.50% \$5,900.67
	<b>Subtotal</b>	<b>\$49,609.33</b>
<b>Other Direct Costs</b>		
Research	Utility Maps, Deeds, Plats	\$300.00
	<b>Subtotal</b>	<b>\$300.00</b>
<b>Total</b>		<b>\$49,909.33</b>

	Hours	Cost
Construction Services	39	\$1,323.55
<b>Total Hours</b>	<b>39</b>	<b>\$1,323.55</b>
	Overhead	182.529% \$2,415.86
	<b>Subtotal</b>	<b>\$3,739.41</b>
	Fixed Fee	13.50% \$504.82
	<b>Subtotal</b>	<b>\$4,244.23</b>
<b>Other Direct Costs</b>		
None		\$0.00
	<b>Subtotal</b>	<b>\$0.00</b>
<b>Total</b>		<b>\$4,244.23</b>

<b>Contract Ceiling</b>	<b>\$54,153.56</b>
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EFK•Moen, LLC  
July 13, 2016

Lions Den Intersection

Task Description	Hours				Total Hours	Total Cost
	Survey Manager/PLS	Survey Technician	Senior Crew Chief	Instrument Operator		
	\$ 59.22	\$ 24.61	\$ 30.91	\$ 20.61		
<b>Survey</b>						
Administration	4				4	\$ 236.88
Establish Project Control (NAD83/NAVD88)			8	8	16	\$ 412.16
Perform Topographic Survey			32	32	64	\$ 1,648.64
Search for and Locate Boundary Control			20	20	40	\$ 1,030.40
Utility Research		8			8	\$ 196.88
Property Research		8			8	\$ 196.88
Resolve Property Lines and Right of Way Lines	8	24			32	\$ 1,064.40
Mapping and Drafting		32			32	\$ 787.52
QA/QC	4				4	\$ 236.88
Stake New ROW/Easements (1 time/1trip)		4	8	8	20	\$ 510.60
Prepare Property Descriptions of New ROW and Easements (assumed 3 parcels with three descriptions each)	9	9			18	\$ 754.47
Prepare ROW and Easement Exhibits (assumed 3 parcels, three exhibits total)	6	12			18	\$ 650.64
<b>Total Hours</b>	<b>31</b>	<b>97</b>	<b>68</b>	<b>68</b>	<b>264</b>	
<b>Total Cost</b>	<b>\$ 1,835.82</b>	<b>\$ 2,387.17</b>	<b>\$ 2,101.88</b>	<b>\$ 1,401.48</b>		<b>\$7,726.35</b>

Task Description	Hours				Total Hours	Total Cost
	Roadway Project Manager	Senior Engineer	Project Engineer	Design Technician		
	\$ 60.23	\$ 37.46	\$ 32.12	\$ 29.96		
<b>Preliminary Plans</b>						
CE Determination Forms, 106 Etc.		4		2	6	\$ 209.76
Title Sheet			0.5	4	4.5	\$ 135.90
Typical Section		0.5		4	4.5	\$ 138.57
Plan/Profile Sheets	0.5	2		16	18.5	\$ 584.40
Cross Sections	0.5	16			16.5	\$ 629.48
Utility Coordination	2			2	4	\$ 180.38
Opinion of Probable Cost	0.5	2			2.5	\$ 105.04
Open House Public Meeting. Prepare for and Attend	4		4	8	16	\$ 609.08
<b>Right of Way Plans</b>						
Plan/Profile Sheets		1		4	5	\$ 157.30
Entrance Options	4	4		16	24	\$ 870.12
Drainage		4		2	6	\$ 209.76
Utility Coordination	1			2	3	\$ 120.15
Cross Sections			6	2	8	\$ 252.64
<b>Final Plans</b>						
Title Sheet				1	1	\$ 29.96
Typical Section			0.5	2	2.5	\$ 75.98
Summary of Quantity Sheets	0.5	2	12	12	26.5	\$ 850.00
Plan/Profile Sheets	0.5		2	8	10.5	\$ 334.04
Warping Details at Lions Den Intersection	0.5		6	2	8.5	\$ 282.76
Reference Point/Land Tie Sheet			0.5	6	6.5	\$ 195.82
Traffic Control	1		3	12	16	\$ 516.11
Erosion Control		1		6	7	\$ 217.22
Signing/Striping Plan		0.5		6	6.5	\$ 198.49
Cross Sections			4	1	5	\$ 158.44
Opinion of Probable Cost	1	3			4	\$ 172.61
Utility Coordination	0.5			2	2.5	\$ 90.04
JSP, LPA Checklist, Jeff County Checklist.	2	8			10	\$ 420.14
<b>Total Hours</b>	<b>18.5</b>	<b>48</b>	<b>38.5</b>	<b>120</b>	<b>225</b>	
<b>Total Cost</b>	<b>\$ 1,114.26</b>	<b>\$ 1,798.08</b>	<b>\$ 1,236.62</b>	<b>\$ 3,595.20</b>		<b>\$7,744.16</b>

EFK•Moen, LLC  
July 13, 2016

Lions Den Intersection

Task Description	Hours						Total Hours	Total Cost
	Roadway Project Manager	Senior Engineer	Design Technician	Survey Manager/PLS	Senior Crew Chief	Instrument Operator		
	\$ 60.23	\$ 37.46	\$ 29.96	\$ 59.22	\$ 30.91	\$ 20.61		
Survey								
Monument New/Exist. Right of Way				4	8	8	20	\$ 649.04
Construction Assistance								
2 Field Visits		4					4	\$ 149.84
Plan Interpretation		4					4	\$ 149.84
Provide As-built Plans to the County	1	2	8				11	\$ 374.83
<b>Total Hours</b>	1	10	8	4	8	8	39	
<b>Total Cost</b>	\$ 60.23	\$ 374.60	\$ 239.68	\$ 236.88	\$ 247.28	\$ 164.88		\$ 1,323.55

**EFK♦Moen, LLC**  
**OVERHEAD SCHEDULE**  
**January - December 2015**

**FAR Adjusted Overhead - Cumulative for 2015**  
**FROM YEAR END INCOME STATEMENT FIGURES**

DESCRIPTION	PERCENT
Payroll Additives:	
Paid Time Off (PTO)	12.836%
Holidays	5.064%
Payroll Taxes	14.366%
Medical, Dental, Life & Disability Insurance	13.956%
Indirect Proposal Portion of DB	0.000%
Overtime Premium	0.878%
Worker's Compensation	0.578%
401(k) Contributions	5.872%
Bonuses	5.177%
<i>subtotal</i>	<u>58.727%</u>
General Overhead:	
Indirect Labor	72.005%
Direct Expenses Not Billed	0.000%
Rent	19.193%
Repairs and Maintenance	0.191%
Building Utilities	2.860%
Security	0.000%
Professional Fees	0.351%
Property & MO Use Taxes	0.323%
Office Supplies	2.303%
Professional Liability Insurance	2.648%
General Insurance	0.610%
Printing	0.890%
Computer Expenses	6.954%
Travel	3.557%
Vehicle Expense	2.195%
Registration & Seminars	1.344%
ADP Expense for Payroll	0.330%
Dues & Subscriptions	1.705%
Depreciation & Amortization	6.055%
Professional Licenses	0.220%
Recruitment & Staffing	0.271%
Postage & Delivery	0.231%
Business Licenses	0.027%
Bank Service Charges	0.105%
Miscellaneous	-0.970%
Staff & Client Events	0.000%
Client Entertainment	0.000%
Advertising	0.000%
Long Term Care Insurance Partners	0.000%
Partner Life Insurance	0.000%
Bad Debts	0.000%
Contributions/Lobbying	0.000%
Income Taxes	0.000%
Interest	0.000%
Cost of Facilities Capital	0.404%
<i>subtotal</i>	<u>123.802%</u>
Total OH Expenses	<u>182.529%</u>

## **ATTACHMENT D**

### **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 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 E

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

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#### 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 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.

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 G – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** EFK Moen, LLC

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

**Project Name:** Old State Route 21 at Lions Den Road

**Project Number:** STP-5462(607)

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

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

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

☒ No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest

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

LPA

Printed Name: Jason Jonas

Signature: [Signature]

Date: 8/10/2016

Consultant

Printed Name: Linda Moen, P.E.

Signature: [Signature]

Date: 7/26/2016