

BILL NO.: 15-0923

ORDINANCE NO: 15-

0405

INTRODUCED BY: COUNCIL MEMBER(s) Bickowski

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 HORNER**
4 **& SHIFRIN, INC. FOR IMPERIAL MAIN STREET IMPROVEMENTS**
5 **DESIGNATED AS PROJECT STP-5403 (662) IN COUNCIL DISTRICT 4.**

6 **WHEREAS,** The County of Jefferson Missouri issued a Request for
7 Qualifications for design and construction engineering services for the realignment and
8 reconstruction of Imperial Main Street designated as project STP-5403 (662); and

9 **WHEREAS,** The County of Jefferson Missouri in response to a certain Request
10 for Qualifications issued by the County, received proposals for design and construction
11 engineering services for the realignment and reconstruction of Imperial Main Street
12 designated as project STP-5403 (662); and

13 **WHEREAS,** after reviewing the proposals, the County selected three qualified
14 engineering firms to interview for the design and construction engineering services for
15 the Imperial Main Street Improvements Project. Those firms were EFK Moen, LLC,
16 CMT and Horner & Shifrin, Inc.; and

17 **WHEREAS,** after interviewing the three qualified engineering firms, the County
18 has determined that a certain engineering firm, Horner & Shifrin, Inc. represents the best

1 qualified proposal for the project and meets the Request for Qualifications by the County;
2 and

3 **WHEREAS**, the County of Jefferson finds it now necessary and in the best
4 interest of the County to award the design and engineering services contract for the
5 Imperial Main Street Improvements Project to Horner & Shifrin, Inc. as the best qualified
6 firm and to execute an agreement for the design and construction engineering services
7 contract not to exceed one hundred seventy four thousand seven hundred fifty three
8 dollars and no cents (**\$174,753.00**), conditional on the concurrence of the Missouri
9 Department of Transportation and the Federal Highway Administration.

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

12 Section 1. The County awards the design engineering and construction services
13 contract for the Imperial Main Street Improvements Project to the best qualified firm for
14 the project, being Horner & Shifrin, Inc. in the amount of one hundred seventy four
15 thousand seven hundred fifty three dollars and no cents (**\$174,753.00**).

16 Section 2. The County Council authorizes the County Executive to execute any
17 agreement or contract necessary to effectuate the award of the agreement set forth in the
18 Ordinance. A copy of said agreement is attached hereto as Exhibit A and incorporated by
19 reference.

20 Section 3. Copies of all Request for Qualifications, responses thereto, any contract
21 agreements and change orders shall be maintained by the Department of the County

1 Clerk consistent with the rules and procedures for the maintenance and retention of
2 records as promulgated by the Secretary of State.

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

Absent

Council Member District 4, George Engelbach

Yes

Council Member District 5, Oscar J. "Jim" Kasten

Yes

Council Member District 6, Cliff Lane

Yes

Council Member District 7, James Terry

Yes

THE ABOVE BILL ON THIS 28th DAY OF September, 2015:

✓ PASSED

 FAILED



Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 5TH DAY OF OCTOBER, 2015.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN
OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY
OF _____, 2015.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner

Wes Wagner, County Clerk

BY: Katherine E. Missey

Reading Date: 09-28-2015

**JEFFERSON COUNTY
FEDERAL PROJECT NO. STP-5403(662)
IMPERIAL MAIN STREET IMPROVEMENTS**

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is between the **County of Jefferson**, Missouri, hereinafter referred to as the "Local Agency", and Horner & Shifrin, Inc. with offices located at 401 S. 18th Street, Ste. 400, St. Louis, MO 63103, 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 realign/reconstruct Imperial Main Street from Old State Road to approximately 300 feet east of US 61/67 along River 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 10% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 10% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and complete mailing address	Type of DBE Service	Total \$ Value of the DBE Subcontract	Contract \$ Amount to Apply to Total DBE Goal	Percentage of Subcontract dollar value applicable to total goal
Gateway Land Services 4 West Drive, Suite 110 Chesterfield, MO 63017	Surveying	\$29,318.00	\$29,318.00	100%
TSi Engineering, Inc. 5850 Arsenal Street St. Louis, MO 63139	Geotechnical Engineering	\$8,520.00	\$8,520.00	100%

ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.
- G. All right-of-way services beyond approval of right-of-way plans.
- H. Furnish an inspector to observe the contractor's day-to-day operations.
- I. Local Agency agrees to comply with the "Hazard Communication Standard" of the Occupational Safety and Health Administration.
- J. If Local Agency provides a budget for the Project, it shall include contingencies for bidding, changes in the work during construction and other costs which are the responsibility of the Local Agency. Local Agency shall, at the request of (Engineer), provide a statement of funds available for the Project and their source.
- K. Local Agency shall furnish to (Engineer) as required for performance of (Engineer's) services (except to the extent provided otherwise in the Scope of Work), data prepared by or services of others, including, without limitation, soil borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretation of all the foregoing; environmental assessment and impact

statements; property, boundary, easement, right-of-way topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultation; all of which (Engineer) may use and rely upon in performing its services.

- L. Local Agency shall furnish its cost approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

ARTICLE V - PERIOD OF SERVICE

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

- A. Survey Acquisition – Within 60 calendar days after receiving notice to proceed.
- B. Preliminary Design Phase – Within 180 calendar days after receipt of completed survey.
- C. Right of Way Phase – Within 120 calendar days after receipt of final approval of preliminary plans by MoDOT.
- D. Final Design Phase – Within 365 calendar days after completion of review of preliminary plans by Local Agency and MoDOT.
- E. PS&E Approval by MODOT shall be completed on or before 11/30/17.
- 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 Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

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

ARTICLE VII - COMPENSATION

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

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$16,020.70, with a ceiling established for said design services in the amount of \$165,928.68.

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 \$869.03, with a ceiling established for said design services in the amount of \$8,824.32, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at 61.56% 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 94.31% 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 approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- 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 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.

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 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 95% |
| 8. | Completion of Construction Engineering | = 100% |

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

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-Consultant Name	Address	Services
Gateway Land Services	4 West Drive, Suite 110 Chesterfield, MO 63017	Surveying
TSi Engineering, Inc.	5850 Arsenal Street St. Louis, MO 63139	Geotechnical

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII - SUSPENSION OR TERMINATION OF AGREEMENT

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

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

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 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 Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as

contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

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

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each

insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

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

Attachment A – Scope of Services

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 ____ day of _____, 2015.

Executed by the County this ____ day of _____, 2015.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Walker
COUNTY EXECUTIVE

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

FOR: HORNER & SHIFRIN, INC.

BY: Eric E. B. Bernard
VICE PRESIDENT

ATTEST: Ram Ashpazz

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

Scope of Services

I. Programming Phase Services

- 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 Services

- 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 or other witnessed land 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 Services

- A. After all field survey data has been obtained and plotted; 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. Typical roadway section showing the cross sectional elements including width determinations and side slopes.
- 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 as indicated above.
 - 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. Topographic information of the existing roadway.
 - 6. Existing property lines and easements (based on existing documents and field surveys).
 - 7. Approximate construction limits. Easement boundaries and new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
 - 8. 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.
 - 9. Side road profiles for each of the abutting roadways, drawn to a scale of 1" equals to 20' horizontally and 1" equals 5' vertically will be shown on separate profile sheets.
 - 10. 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 and sidewalks will be shown to generate construction limits. Driveway sections will also be shown at the preliminary plan stage.

11. Proposed improvements including; all roadway elements, drainage, lighting, landscaping, etc.

In addition to the above tasks, also included in the Preliminary Plan preparation is;

1. Utility Coordination - The Engineer will provide a preliminary phase plan submittal to utility providers. This will include a full set of *Y*, 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; Three (3) Horner & Shifrin 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 11"x17" 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. Lighting Design – preliminary layout and design of the street-level and pedestrian lighting needs of the project.
6. Landscaping Design – preliminary layout and design of sidewalk to be compatible with potential future green spaces on the project.
7. Signal Design – preliminary layout and design of signalized intersection.
8. 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.

For the public meetings, the Engineer 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. Horner & Shifrin will work with the County to provide the quick fact sheet and a questionnaire/comment form for those in attendance at the public meeting.

- D. Apply to MoDOT for any required design variances.
- E. Submit preliminary drawings to Jefferson County and MoDOT for review and comment.
- F. Geotechnical investigation as required to determine any needed sub-surface information necessary to complete final design.
- G. Prepare Engineer's Estimate of Probable Cost (EEOPC) – The Engineer 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.
- 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 Phase Services

- A. After review of the preliminary plan comments, both from the results of the questionnaire and comments from the public meeting, the Engineer will modify the plans to correspond to any Client driven changes and proceed towards final design of the project. At this point, the Engineer 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 Engineer, 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 Agent and County contracted appraiser, 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 Services

- A. After receipt of approval of the preliminary plans from Jefferson County and MoDOT, the Engineer shall prepare the final design in accordance with the expectations of the County Project Manager or County Engineer in terms of constructability and material preference. The final design shall include the following information.
 - 1. Cover Sheet with location map, sheet index, and legend of symbols.
 - 2. Plan and profile sheet at a scale of 1" = 20' horizontally and 1" = 5' vertically, showing existing topography, the proposed improvements including roadway reconnection, all existing and proposed easements, existing utilities and relocations, if required, creek channel modifications, construction limits, profile grade and creek flow line, and incorporate all review comments from Jefferson County, Army Corps of Engineers, and Missouri Department of Transportation.
 - 3. All permanent and temporary easements and new right-of-way are to be shown on the plans.
 - 4. Final cross-sections of the proposed improvements at a scale of 1" = 10' horizontally and vertically at 50 foot intervals.
 - 5. Traffic staging plans.
 - 6. Provide technical specifications including tabulations of bid quantities. Signed and sealed by a Professional Engineer.
 - 7. Submit final P, S&E, (Plans, Job Special Provisions and Estimates) to Jefferson County and MoDOT for review and approval.
 - 8. Incorporate final comments from MoDOT and Jefferson County into the plans and technical specifications.
 - 9. 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.

10. Discuss with adjoining property owners the locations of any wells or individual waste systems that might affect this project. Show on plans.
11. An estimate of construction costs.
12. Tabulation of Quantities – Quantity sheets or Summery Sheets will be provided and subsequent quantity breakdown sheets, “B” Sheets, with per item/per sheet quantities will be provided.
13. Provide an electronic copy of the Final Plans and Job Special Provisions to the Local Public Agency.
14. 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”).
15. Final Field Check – Horner & Shifrin will complete a final field check of the project to review the proposed design against the existing conditions.
16. Lighting Design – final layout and design of the street-level and pedestrian lighting needs of the project.
17. Landscaping Design – final layout and design of sidewalk to be compatible with potential future green spaces on the project.
18. Signal Design – preliminary layout and design of signalized intersection.

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

1. Final Field Check – Horner & Shifrin will complete a final field check of the project to review the proposed design against the existing conditions.
2. 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.
3. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically.
4. 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.

5. Intersection geometries and warping details will be provided for each intersection.
 6. 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.
 7. Striping and Signage plans will be shown on a split plan/plan sheet drawn at a scale of 1" equal to 50' horizontally.
 8. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally.
 9. 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.
 10. General construction detail sheet(s)
 11. 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.
 12. Lighting Plans – final plans of the street-level and pedestrian lighting needs of the project.
 13. Signal Plans – final plans for signalized intersection.
- C. In addition to the specific plan requirements of the Final PS&E submittal, the following items and assumptions are also included in this phase of work:
1. Utility Coordination – The Engineer 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.
 2. 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.

3. This scope allows for the Engineer'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).
4. The Missouri Department of Transportation's Missouri Standard Specifications Book for Highway Construction (2011 or Current Edition) will be adopted for the specifications of this project and appended as needed in the Job Special Provisions. The Engineer will provide the Technical Specifications and Job Special Provisions as required. The County will provide the front-end documents. The Engineer 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.
5. Design approvals will be acquired by the Engineer. This includes:
 - a. MoDOT approvals for Federal Reimbursement including Preliminary Plans, Right of Way Plans, and Final Plans, Specification and Estimate (PS&E) Submittals.
 - b. Missouri Department of Natural Resources Cultural Resource Clearance – Section 106 Permit
 - c. Stormwater discharge permit application will be required
"Approval" does not infer that the Engineer is responsible for the fees associated with these approvals. The County shall be responsible for all fees associated with acquiring the permits, but the Engineer will be responsible for forms, submittals, and meetings to complete the submittal.
6. 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.

VI. Bidding Phase Services

A. 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 Engineer 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).

VII. Deliverables

A. 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):

1. 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.

VIII. Construction Engineering Phase

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

ATTACHMENT B



ATTACHMENT B

JEFFERSON COUNTY - IMPERIAL MAIN STREET IMPROVEMENTS
Federal Project No. STP-54037(662)

ESTIMATE OF COST
21-Aug-15

DESIGN PHASE	Task	HOURS							Cost
		Principal	Sr. Proj. Manager	Elec. Proj. Engr.	Sr. Project Engr.	Design Engr.	Elec. Tech	Signal Engr.	
		\$ 70.00	\$ 49.40	\$ 42.15	\$ 31.94	\$ 24.96	\$ 27.95	\$ 39.21	
PROJECT MANAGEMENT:									
PROJECT MANAGEMENT		4	40						\$ 2,286.00
PROGRAMMING PHASE:									
PROGRAMMING DATA FORM			1		2				\$ 113.28
NEPA DOCUMENTS:									
SECTION 106			0.5		0.5	3			\$ 115.55
ENDANGERED SPECIES			0.5		0.5	3			\$ 115.55
FARMLAND PROTECTION POLICY ACT			0.5		0.5	3			\$ 115.55
FIELD SURVEYS AND DATA COLLECTION PHASE:									
SURVEY COORDINATION			2		4				\$ 226.56
PROCESS SURVEY			1		2	8			\$ 312.96
DISCUSS GEOMETRIC OPTIONS WITH COUNTY			4		4				\$ 325.36
PREPARE FIELD SURVEY DELIVERABLE TO COUNTY					1	8			\$ 231.62
PRELIMINARY DESIGN PHASE:									
SITE VISITS (1)			4		4				\$ 325.36
AERIAL MAP & TIN PREPARATION					2	4			\$ 163.72
TITLE SHEET (1 SHEET)					1	4			\$ 131.78
TYPICAL SECTIONS					2	8			\$ 288.26
HORIZONTAL ALIGNMENT			0.5		4	12			\$ 526.08
VERTICAL ALIGNMENT			2		3	8			\$ 344.90
EXISTING DRAINAGE NETWORK ANALYSIS			1		8	10			\$ 603.92
LAYOUT PROPOSED DRAINAGE ELEMENTS			1		4	8			\$ 376.84
ANALYZE STORM SEWER HYDRAULICS			4		8	12			\$ 752.64
STORM SEWER PROFILES			2		4	12			\$ 526.08
OPEN DRAINAGE ANALYSIS			1		2	4			\$ 213.12
DRAINAGE ANALYSIS MEMO TO COUNTY			3		6				\$ 339.84
PRELIMINARY CURB RAMP LAYOUT (26)			1		4	14			\$ 526.60
PLAN AND PROFILE SHEETS (4 SHEETS)			4		8	32			\$ 1,251.84
ENTRANCE DESIGN (18)			2		4	18			\$ 675.84
CROSS SECTIONS (35) & GRADING ALONG BUILDING FACES			4		8	40			\$ 1,451.52
RETAINING WALL LAYOUT			2		4	12			\$ 526.08
OPEN CHANNEL DITCH GRADING			2		4	8			\$ 426.24
ENTRANCE PROFILES (18)			1		3	8			\$ 344.90
CONSTRUCTION LIMITS					1	4			\$ 131.78

ATTACHMENT B

JEFFERSON COUNTY - IMPERIAL MAIN STREET IMPROVEMENTS
Federal Project No. STP-54037(662)

ESTIMATE OF COST
21-Aug-15

DESIGN PHASE

Task	HOURS		Cost
RAILROAD AND IMPERIAL STREET CROSSING DESIGN	2	4	\$ 426.24
DETAILS	1	8	\$ 263.04
REFERENCE POINTS AND COORDINATE POINTS	1	6	\$ 131.78
INCORPORATE LIGHTING LAYOUT	1	4	\$ 263.04
PRELIMINARY UTILITY COORDINATION	4	6	\$ 952.32
PRELIMINARY UTILITY COORDINATION MEETING (1)	4	20	\$ 325.36
PRELIMINARY UTILITY SUBMITTAL	1	4	\$ 263.04
PRELIMINARY QUANTITY COMPUTATION	1	6	\$ 476.68
PRELIMINARY ENGINEERS COST ESTIMATE	1	12	\$ 177.16
COORDINATION WITH BNSF	4	4	\$ 453.12
DESIGN PROGRESS REVIEW MEETING WITH JEFFERSON COUNTY (3)	12	16	\$ 976.08
PREPARE FOR AND ATTEND OPEN HOUSE / PUBLIC MEETING (1)	4	4	\$ 788.60
SUBMITTAL TO MoDOT & JEFFERSON COUNTY	1	2	\$ 213.12
QC/QA	8	6	\$ 586.84
LIGHTING SITE VISIT (1)	4		\$ 168.60
LIGHTING DESIGN	8		\$ 449.00
UTILITY COORDINATION (POWER SUPPLY)	4		\$ 168.60
SIGNAL COORDINATION SITE VISIT		4	\$ 156.84
COORDINATION WITH MoDOT		6	\$ 235.26
COORDINATION WITH MULTIMODAL OPERATION		6	\$ 235.26
PRELIMINARY SIGNAL DESIGN		16	\$ 627.36
PRELIMINARY SIGNAL SHEETS		4	\$ 755.88
RIGHT-OF-WAY AND TCE ACQUISITION:			
TITLE SHEET (1 SHEET)	0.5	1	\$ 40.93
TYPICAL SECTIONS (1 SHEETS)	1	2	\$ 81.86
DETAILS (1 SHEET)	1	4	\$ 156.48
RIGHT-OF-WAY PLAN SHEETS (4 SHEETS)	3	8	\$ 344.90
COORDINATE POINTS & REFERENCE POINTS SHEET (1 SHEET)	0.5	2	\$ 65.89
RETAINING WALLS	1	4	\$ 213.12
DETERMINE ROW AND EASEMENT LIMITS & AREAS	2	8	\$ 263.56
FINALIZE CROSS SECTIONS (35) & GRADING ALONG BUILDING FACES	4	24	\$ 825.60
ENTRANCE PROFILES (18)	1	4	\$ 131.78
PLATS (24 PARCELS; INCLUDES ROW AND EASEMENTS)	4	60	\$ 2,206.24
SUBMITTAL TO MoDOT & JEFFERSON COUNTY	1	2	\$ 213.12
COORDINATION MEETINGS WITH COUNTY (2)	8	4	\$ 650.72
QC/QA	4	6	\$ 389.24

JEFFERSON COUNTY - IMPERIAL MAIN STREET IMPROVEMENTS
Federal Project No. STP-54037(662)

DESIGN PHASE			Task		HOURS		Cost
FINAL DESIGN PHASE:							
DESIGN							
1	INTERSECTION AND WARPING DESIGN (10)	2	10			\$	362.88
2	FINAL ENTRANCE DESIGN	4	4			\$	99.84
1	CURB RAMP DESIGN (26 RAMPS)	2	24			\$	825.60
2	RETAINING WALL PROFILES	4	8			\$	312.96
2	TRAFFIC CONTROL STAGING DESIGN	4	12			\$	526.08
	EROSION CONTROL DETAILS	1	4			\$	131.78
2	PAVEMENT MARKING LAYOUT	1	4			\$	131.78
2	CALCULATION OF FINAL QUANTITIES	4	20			\$	725.76
2	ENGINEERS COST ESTIMATE	4				\$	226.56
16	FINAL LIGHTING DESIGN					\$	1,345.20
8	LIGHTING SPECIFICATION AND JOB SPECIAL PROVISIONS					\$	337.20
2	LIGHTING FINAL COST ESTIMATE					\$	84.30
12	FINAL SIGNAL DESIGN AND COORDINATION					\$	470.52
CONSTRUCTION PLANS							
0.5	TITLE SHEET (1 SHEET)					\$	40.93
0.5	TYPICAL SECTIONS (2 SHEET)					\$	156.48
	DETAILS (2 SHEET)					\$	188.42
	SUMMARY OF QUANTITIES "A" SHEET (1 SHEET)					\$	81.86
	SUMMARY OF QUANTITIES "B" SHEETS (4 SHEETS)					\$	131.78
0.5	PLAN AND PROFILE SHEETS (4 SHEETS)					\$	388.10
	INTERSECTION AND WARPING SHEETS (2 SHEET)					\$	131.78
	RETAINING WALL PROFILE SHEETS (1 SHEET)					\$	131.78
	STORM SEWER PROFILE SHEETS (2 SHEETS)					\$	231.62
	COORDINATE POINTS & REFERENCE POINTS SHEET (1 SHEET)					\$	24.96
1	TRAFFIC CONTROL/STAGING PLANS (10 SHEETS)					\$	476.68
1	EROSION CONTROL PLANS (4 SHEETS)					\$	312.96
	LIGHTING PLANS (6 SHEETS)					\$	299.52
1	TRAFFIC SIGNAL PLANS (6 SHEETS)					\$	748.80
	CROSS SECTIONS (12 SHEETS)					\$	412.80
1	STORMWATER DISCHARGE PERMIT APPLICATION PROCESS					\$	304.92
4	SITE VISITS DURING DESIGN (1)					\$	325.36
4	UTILITY COORDINATION					\$	1,179.92
4	UTILITY COORDINATION MEETINGS (1)					\$	325.36
4	ELECTRONIC SUBMITTAL TO UTILITIES					\$	81.86
4	FINAL COORDINATION WITH BNSF					\$	453.12
8	FINAL FIELD CHECK					\$	650.72
4	COORDINATION MEETING WITH COUNTY TO DISCUSS SPECS(1)					\$	325.36

ATTACHMENT B

JEFFERSON COUNTY - IMPERIAL MAIN STREET IMPROVEMENTS Federal Project No. STP-54037(662)

ESTIMATE OF COST 21-Aug-15

DESIGN PHASE	Task	HOURS				Cost
DESIGN PHASE	DESIGN PROGRESS REVIEW MEETINGS WITH COUNTY (2)	8				\$ 650.72
	JOB SPECIAL PROVISIONS	2	4		12	\$ 526.08
	QC/QA	4				\$ 389.24
	SUBMITTAL TO MoDOT & JEFFERSON COUNTY	1	2		4	\$ 213.12
SUBTOTAL HOURS		4	210	42	716	
SUBTOTAL COST		\$ 280.00	\$ 10,374.00	\$ 1,770.30	\$ 17,871.36	\$ 43,181.14
Payroll Overhead (Labor x 61.56%)						
General and Administrative Overhead (Labor x 94.31%)						
Fixed Fee [14.5% x (Labor + DL OH + G&A OH)]						
Other Direct Costs:						
Travel (1040 miles @ \$0.56/mile)						
Reproduction						
Subcontract Pass-Through Costs:						
Survey - Boundary and Topographic Survey (Gateway Land Services)						
Geotechnical - (TSI)						
SUBTOTAL						\$ 28,582.31
						\$ 40,724.13
						\$ 16,020.70
						\$ 126,508.28
						\$ 582.40
						\$ 1,000.00
						\$ 29,318.00
						\$ 8,520.00
						\$ 39,420.40
TOTAL FOR DESIGN PHASE						\$ 165,928.68

Notes:

NEPA documents include: Section 106 (SHPO) and Endangered Species (MDC).
Traffic analysis and/or studies are not included.
Title searches for parcels have not been included, but can be added during design if needed (at additional cost).
Retaining wall design of modular block walls is included in the scope. Assume geotech will not be required for wall design (i.e. less than 4 feet in height).
Estimated number of parcels is 24, assume 24 plats. Legal descriptions including R/W and TCE will be written by GLS.
Additional plats and legals can be provided for an additional fee.
County will provide front-end contract documents, H&S will provide technical specifications.

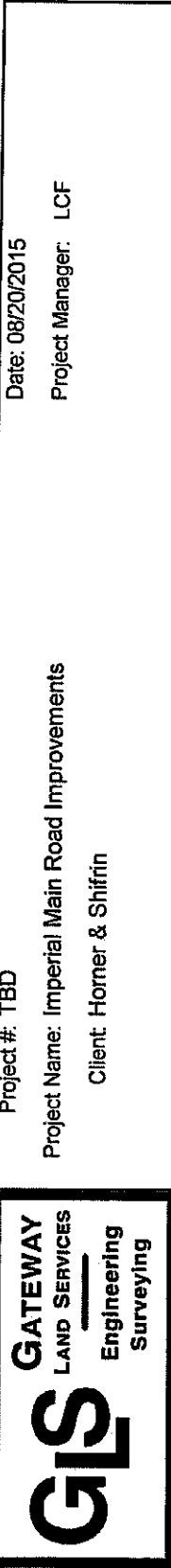


ATTACHMENT B

JEFFERSON COUNTY - IMPERIAL MAIN STREET IMPROVEMENTS
Federal Project No. STP-54037(662)

ESTIMATE OF COST
21-Aug-15

CONSTRUCTION PHASE									
Task	HOURS							Cost	
	Principal	Sr. Proj. Manager	Elec. Proj. Engr.	Sr. Project Engr.	Design Engr.	Elec. Tech	Signal Engr.		
	\$ 70.00	\$ 49.40	\$ 42.15	\$ 31.94	\$ 24.96	\$ 27.95	\$ 39.21		
CONSTRUCTION PHASE:									
PROJECT MANAGEMENT									
ATTEND PRE-CONSTRUCTION MEETING (1)	1	8						\$ 465.20	
SHOP DRAWING REVIEW		4						\$ 197.60	
ANSWER QUESTIONS DURING CONSTRUCTION		4	4		4		4	\$ 582.04	
DRAWING REVISIONS PER CONTRACTOR MARKUP		1		4	8			\$ 720.64	
								\$ 376.84	
SUBTOTAL HOURS									
SUBTOTAL COST	1	25	4	8	12	0	8	\$ 2,342.32	
	\$ 70.00	\$ 1,235.00	\$ 168.60	\$ 255.52	\$ 299.52	\$ -	\$ 313.68		
Payroll Overhead (Labor x 61.56%)									
General and Administrative Overhead (Labor x 94.31%)									
Fixed Fee [14.5% x (Labor + DL OH + G&A OH)]									
Other Direct Costs:									
Travel (200 miles @ \$0.56/mile)									
Reproduction									
Subcontract Pass-Through Costs:									
Survey - Staking ROW Corners (Gateway Land Services)									
SUBTOTAL									
								\$ 1,650.00	
TOTAL FOR CONSTRUCTION PHASE									
								\$ 1,962.00	
								\$ 8,824.32	



Date: 08/20/2015

Project Manager: LCF

[illegible]



September 16 2015

Mr. Ramin D. Ashrafiadeh, P.E.
HORNER & SHIFRIN, INC.
401 S. 18th Street, Suite 400
St. Louis, MO 63103-2296

**Re: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Imperial Main Street Improvements
Imperial, Missouri
Proposal No. SLM15086.00**

Dear Mr. Ashrafiadeh:

TSi Geotechnical, Inc. (TSi) is pleased to submit this proposal to Horner & Shifrin, Inc. (H&S) to perform a geotechnical investigation for the Imperial Main Street Improvement project in Imperial, Missouri. Our understanding of the project is based on email correspondence with you regarding the project.

PROJECT UNDERSTANDING

The project consists of the construction of approximately 1500 feet of roadway improvements for Imperial Main Street in Imperial, Missouri. The present roadway is a two lane asphalt roadway with a center turning lane. The present roadway is approximately 33 feet wide with no shoulders. The roadway improvements will include three 12 feet wide lanes with concrete curb and 5 feet wide sidewalk on both sides. At present it is undetermined if the improvements will consist of either mill and overlay existing drive lanes or replace full depth of roadway. TSi understands the terrain along the roadway is relatively flat.

TSi will perform a geotechnical investigation for the project. The purpose of the geotechnical investigation will be to determine the thickness and composition of the existing pavement section and engineering characteristics of the soil underlying the roadway, in order to provide geotechnical design and construction recommendations for the roadway improvements. These recommendations would include an evaluation of subgrade support characteristics.

SCOPE OF SERVICES

TSi proposes to complete the following scope of services for the geotechnical investigation.

1. Mark the boring locations in the field as selected by TSi and approved H&S. TSi will also contact Missouri One-Call to locate utilities at the boring locations.
2. A boring will be completed approximately every 300 feet along the road alignment. For purposes of this proposal, we have assumed a total of 5 borings. Each boring will be machine-drilled to a depth of 5 feet. At each boring location, Standard Penetration Test (ASTM D 1586) and Shelby Tube samples (ASTM D1587) will be recovered in the soil at 2.5 foot intervals. The groundwater depth encountered during drilling will be recorded for each boring. The borings will be backfilled with auger cuttings and sand and patched with fast setting concrete.
3. A laboratory testing program will be completed for the samples recovered. The soil samples will be classified according to the Unified Soil Classification System (ASTM D2487). Each Shelby Tube sample will have classification, moisture content (ASTM D2216), unit weight, and unconfined compressive strength (ASTM D2166) tests performed; and the split spoon samples will have moisture content tests performed. Atterberg Limit tests (ASTM D4318) will be performed on selected soil samples from the borings.
4. A geotechnical investigation report will be prepared for the project that will document the course of the investigation, the field exploration and laboratory programs, and will present the boring logs, laboratory test data, and a description of the subsurface conditions encountered. The report will provide geotechnical recommendations for the design and construction of the planned roadway improvements, including estimated California Bearing Ratio (CBR) and modulus of subgrade reaction (k) value for the conditions that should be achieved upon proper subgrade preparation and the need for any subgrade improvement. The report will also include recommendations for both overlay thickness and for full depth asphalt replacement.

SCHEDULE OF WORK PERFORMANCE

We anticipate that field work could begin within three weeks after receiving written authorization to proceed. It is anticipated that the field exploration for the project will take approximately one day to complete. A written report of our findings will be issued within approximately four weeks after the completion of the field work. We will be happy to provide verbal information as data becomes available.

ESTIMATED COST

TSi's work will be performed on a not-to-exceed basis. Based on the proposed scope of work and assuming no unanticipated subsurface conditions are encountered, our fee for the project will be \$8,520. If site conditions are encountered during exploration that warrants additional services, we will notify you to discuss the necessary scope modification. However, the fee will not be exceeded without your prior authorization.

ASSUMPTIONS/CLARIFICATIONS

In preparing this scope of services and cost estimate, TSi has made the following assumptions:

1. H&S will coordinate with the property owner(s) for drilling access, prior to TSi's arrival at the project site to begin the investigation.
2. TSi will clear the utilities at the boring locations.
3. The borings will be backfilled with auger cuttings and sand, if needed. Any excess auger cuttings will be hauled off site.
4. TSi has assumed that all sites are free of environmental concerns. If suspect odors or other evidence of contamination or hazardous materials are encountered, then drilling will be terminated per OSHA regulations, and suspended until appropriate health and safety protocol are developed by a qualified environmental specialist retained by H&S. The costs for any delays, for environmental consultation, or for implementation of the consultant's recommendations are not within the proposed scope or fees.
5. TSi's drill crews are not union-affiliated, and the costs for a union operator and laborer are not included in the proposed fee. It is rare for union issues to arise during a program of geotechnical drilling

LIMITATIONS

TSi will perform only those services described herein. H&S and TSi may subsequently agree in

Mr. Ramin Ashrafzadeh, PE
HORNER & SHRIFIN, INC.
Page 4

LIMITATIONS

TSi will perform only those services described herein. H&S and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended. Soil samples will be disposed of 60 days after submittal of the study report unless other arrangements are requested by H&S.

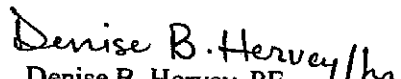
If this proposal is acceptable to you please sign in the space provided below and return one copy to us. We appreciate the opportunity to be of continued service to H&S. Please feel free to call us if you have any questions, or if you wish to discuss the proposal in greater detail.

Respectfully submitted,
TSI GEOTECHNICAL, INC.



Matthew D. Ehlen, EI
Project Manager


Jacob A. Schaeffer, PE
Project Manager


Denise B. Hervey, PE
Principal

Accepted by:

Printed Name

Date

Signature

Date

Attachments: Terms and Conditions

ATTACHMENT C

Attachment C



Missouri Department of Transportation
Roberta Broeker, Interim Director

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

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

May 18, 2015

Ms. Linda R. Hopkins
Horner & Shifrin, Inc.
401 S. 18th Street, Suite 400
St. Louis, MO 63103

Dear Ms. Hopkins:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Horner & Shifrin, 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.

When Horner & Shifrin, Inc. enters into a standard contract with MoDOT the overhead rate of 155.87% should be used as a provisional rate until such time as a Federal Acquisition Regulation (FAR) audited overhead rate may become available or a revised financial pre-qualification rate is in effect. Please note this letter is not the result of a MoDOT audit or cognizant review.

All companies must submit the required pre-qualification information annually using the most current forms and formats found on the Consultant Pre-qualification Requirements webpage.

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

Respectfully,

A handwritten signature in black ink that reads "Kelly R. Niekamp". The signature is fluid and cursive.

Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Mary Ann Jacobs-de



Our mission is to provide a world-class transportation experience that
delights our customers and promotes a prosperous Missouri.
www.modot.org

Attachment C

Horner & Shifrin, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead For the Year Ended 12/31/2014						
Account Number & Description	General Ledger Account Balance	Direct Costs	Disallowed Costs		Proposed Company Wide	% of Direct Labor
DIRECT LABOR	3,943,658	3,943,658	9,309	q	3,934,349	
INDIRECT COSTS:						
FRINGE BENEFITS						
6010 Vacation, Holiday, Paid Leave	590,403				590,403	15.01%
6050 Bonus - Employees	134,600				134,600	3.42%
6060 Bonus - Officers & Assoc.	287,300				287,300	7.30%
6110 FICA & Medicare	474,200				474,200	12.05%
6120 MO State Unemployment Ins	18,567				18,567	0.47%
6121 IL State Unemployment Ins	5,940				5,940	0.15%
6130 Federal Unemployment Ins	9,094				9,094	0.23%
6140 Workmen's Comp Ins	9,403				9,403	0.24%
6150 STL Payroll Expense Tax	19,910				19,910	0.51%
6200 ESOP	378,600				378,600	9.62%
6330 Empl. Life & Health Premiums	494,009				494,009	12.56%
TOTAL FRINGE BENEFITS	2,422,024	-	-		2,422,024	61.56%
GENERAL OVERHEAD						
5100 Reimb. Consultants	2,581,890	2,581,890			-	0.00%
5220 Reimb. Reproduction	3,042	3,042			-	0.00%
5240 Reimb. Telephone	486	486			-	0.00%
5250 Reimb. Travel/Meals/Lodging	27,202	27,202			-	0.00%
5330 Reimb. Other	52,159	52,159			-	0.00%
5400 Direct Consultants	33,031	33,031			-	0.00%
5550 Direct Travel/Meals/Lodging	109	109			-	0.00%
5630 Direct Other	90	90			-	0.00%
6010 Salaries (Indirect Only)	1,637,749		26,343	c	1,611,406	40.96%
6013 Supplemental STD	1,983				1,983	0.05%
6030 Overtime	174,871		3,426	q	171,445	4.36%
6064 TWS SRP	64,125				64,125	1.63%
6066 WPC SRP	92,444				92,444	2.35%
6067 AMM SEVERENCE	75,900				75,900	1.93%
6310 Co. Sponsored Activities	27,664		2,924	j,p	24,760	0.63%
6311 H&S Bucks	2,369				2,369	0.06%
6312 Activities Committee	17,059		16,309	j, p	750	0.02%
6400 Reproduction Supplies	690				690	0.02%
6520 Office Supplies	34,177				34,177	0.87%
6530 Engr. & Drafting Supplies	2,834				2,834	0.07%
6540 Surveying - Supplies	9,167				9,167	0.23%
6541 Surveying - Equipment Maintenance	6,265				6,265	0.16%
6550 Marketing	40,793		12,678	b,d,e	28,115	0.71%
6610 General Admin. Travel/Mileage/Parking	64,081		11,150	g	52,931	1.35%
6620 Educational - General	8,030				8,030	0.20%
6621 Training - Administration	999				999	0.03%
6622 Training - Land Surveying	640				640	0.02%
6623 Training - Electrical	159				159	0.00%
6624 Training - Environmental	8,073				8,073	0.21%
6625 Training - Marketing	602				602	0.02%
6627 Training - Structural	3,255				3,255	0.08%
6628 Training - Constr. Admin.	390				390	0.01%
6629 Training - Transportation	5,041				5,041	0.13%
6630 Professional Development Costs	55,295		19,565	j	35,730	0.91%
6650 Consulting Fees	67,994				67,994	1.73%
6750 Outside Reproduction	766				766	0.02%
6760 Large Format - Lease Cost	25,725	4,373			21,352	0.54%
6761 Large Format - Maintenance Cost	2,400	408			1,992	0.05%
6762 Large Format - Supply Cost	5,970	1,015			4,955	0.13%
6770 Copier/Printer - Lease Cost	30,990	5,268			25,722	0.65%
6771 Copier/Printer - Maintenance Cost	15,948	2,711			13,237	0.34%
6772 Copier/Printer - Supply Cost	15,608	2,653			12,955	0.33%
6800 Telephone	32,429				32,429	0.82%
6810 Cell Phones	38,767				38,767	0.99%
6910 Auto Repairs & Maint.	10,335				10,335	0.26%
6920 Building & Equipment	52,498				52,498	1.33%
7000 Legal and Accounting	62,037		40,874	f	21,163	0.54%
7110 Utilities	49,850				49,850	1.27%
7120 Postage & Delivery	7,516				7,516	0.19%
7130 Lunch Room	4,661				4,661	0.12%
7140 Miscellaneous Charges	95,871		28,876	h,k,l,m,n	66,995	1.70%
7150 Professional Card Listing	10,640		10,640	a	-	0.00%
7300 Rent	323,764				323,764	8.23%
7500 Leased Equipment	97,628				97,628	2.48%
7750 Outside Labor	1,161				1,161	0.03%
7210 Professional Organizations	33,068		1,900	n	31,168	0.79%
7220 P.E. Registration	3,122				3,122	0.08%

Horner & Shifrin, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead For the Year Ended 12/31/2014						
Account Number & Description	General Ledger Account Balance	Direct Costs	Disallowed Costs		Proposed Company Wide	% of Direct Labor
7230 Technical Publications	326				326	0.01%
7240 Non-Tech. Publications	(56)				(56)	0.00%
7410 Auto Insurance	10,673				10,673	0.27%
7420 Professional Liability	109,199				109,199	2.78%
7430 Other Insurance	18,053				18,053	0.46%
7610 Personal Property	9,305				9,305	0.24%
7620 Real Estate Tax	831				831	0.02%
7630 Income Tax - State - Local	2,164				2,164	0.06%
7640 State & Local Licenses	6,765				6,765	0.17%
7660 Other Taxes	319				319	0.01%
7701 Computer - Repro/misc	133				133	0.00%
7702 Computer - Hardware/repair	127,340	31,835			95,505	2.43%
7703 Computer - Computer software	272,036	127,763			144,273	3.67%
7704 Computer - Comm/Infrastructure	79,504				79,504	2.02%
7705 Computer - Training	10,011				10,011	0.25%
7799 Amortization of Goodwill	946		946	o	-	0.00%
7800 Amort. & Depreciation	107,625	16,365			91,260	2.32%
TOTAL GENERAL OVERHEAD	6,776,610	2,890,401	175,631		3,710,578	94.31%
TOTAL INDIRECT COSTS & OVERHEAD RATE	5,198,633	2,890,401	175,631		6,132,602	155.87%
FAR References and Notes						
a 31.205-1 & 31.205-38(b)(1) Advertising						
b 31.205-1(f)(2) Trade Show Expenses						
c 31.205-1(f)(2) Trade Show Labor						
d 31.205-1(f)(5) Brochures and Other Promotional Material						
e 31.205-1(d)(2) Souvenirs/Imprinted Clothing Provided to Public						
f 31.205-3 Collection Costs						
g 31.205-8(m)(2) Personal Use of Company Vehicles						
h 31.205-8 & 31.205-1(e)(3) Contributions or Donations						
i 31.205-13(b) Employee Gifts and Recreation						
j 31.205-14 Social Activities						
k 31.205-15(a) Fines, Penalties, and Mischarging Costs Related to Violation of Laws						
l 31.205-19 Costs to Correct Defects in Materials and Workmanship						
m 31.205-20 Interest Expense						
n 31.205-22 Lobbying and Political Activity Costs						
o 31.205-49 Goodwill						
p 31.205-51 Alcoholic Beverages						
q Premium portion of overtime						

ATTACHMENT D

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

INSTRUCTIONS FOR CERTIFICATION

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

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

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

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

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

ATTACHMENT E

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

INSTRUCTIONS FOR CERTIFICATION

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Attachment F
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 established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

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

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

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

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

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

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

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

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

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other

organizations that provide assistance in the recruitment and placement of DBE firms.

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

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

Firm Name (Consultant): Horner & Shiftin, Inc.

Project Owner (LPA): Jefferson County

Project Name: Imperial Main Street Improvements

Project Number: STP-5403(662)

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 Senas

Signature: [Signature]

Date: 9/12/15

Consultant

Printed Name: GINO E.B. BERNARDEZ

Signature: [Signature]

Date: 9/17/2015