

**FILED**

APR 25 2024

BILL NO.: 24-0414

JEANNIE GOFF  
COUNTY CLERK, JEFFERSON COUNTY, MO

ORDINANCE NO.: 24-

01911

INTRODUCED BY: COUNCIL MEMBER(s)

Groetete

1           **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**  
2           **AWARD THE ENGINEERING SERVICES CONTRACT AND TO EXECUTE**  
3           **THE AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI AND EFK**  
4           **MOEN, LLC. FOR THE ROAD SAFETY IMPROVEMENTS PROGRAM FOR**  
5           **ANTIRE ROAD AND BRENNAN ROAD DESIGNATED AS PROJECTS STP-5445**  
6           **(610) AND STP-5445 (611) IN COUNCIL DISTRICT 1.**

7           **WHEREAS**, Jefferson County, Missouri issued a Request for Qualifications for  
8           design and construction engineering services for the Antire Road (from Brookside Drive  
9           to Laurel Drive) and Brennan Road (from Eagle Drive to Little Brennan Road) Safety  
10          Improvements program designated as Projects STP-5445(610) and STP-5445(611); and

11          **WHEREAS**, Jefferson County, Missouri in response to a certain Request for  
12          Qualifications issued by the County, received proposals for design and construction  
13          engineering services for the Antire Road and Brennan Road Safety Improvements program  
14          designated as projects STP-5445(610) and STP-5445(611); and

15          **WHEREAS**, after reviewing the proposals, Jefferson County determined that a  
16          certain engineering firm, EFK Moen, LLC. represents the best qualified proposal for the  
17          Antire Road and Brennan Road Safety Improvements program, and meets the Request for  
18          Qualifications by the County; and

1           **WHEREAS**, Jefferson County, Missouri finds it now necessary and in the best  
2 interest of the County to award the Antire Road and Brennan Road Safety Improvements  
3 projects, to EFK Moen, LLC. as the best qualified firm and to execute an agreement for  
4 the design and construction engineering services contract not to exceed five hundred eight  
5 thousand, one hundred twenty dollars and eighty cents (**\$508,120.80**), subject to budgetary  
6 limitations. A copy of said agreement is attached hereto as Exhibit A.

7           **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
8 **AS FOLLOWS:**

9           Section 1. Jefferson County awards the design and construction engineering  
10 services contract to the best qualified firm, EFK Moen, LLC. in an amount not to exceed  
11 five hundred eight thousand, one hundred twenty dollars and eighty cents (**\$508,120.80**),  
12 subject to budgetary limitations.

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

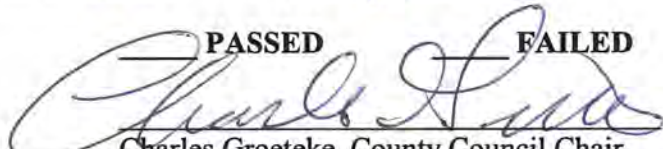
17           Section 3. Copies of all Request for Qualifications, responses thereto, any contract  
18 agreements and change orders shall be maintained by the Department of the County Clerk  
19 consistent with the rules and procedures for the maintenance and retention of records as  
20 promulgated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

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

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

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 22 DAY OF April, 2024:

PASSED                       FAILED  
  
Charles Groeteke, County Council Chair

  
Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24 DAY OF April, 2024.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.



Dennis Gannon, County Executive

**ATTEST:**

  
Jeannie Goff, County Clerk

BY: Shelley Blankenship

Reading Date: 04-22-2024





**ORDINANCE NO.**

21-0191

**SPONSOR:** JEFFERSON COUNTY, MISSOURI  
**LOCATION:** Antire Road and Brennan Road Safety Improvements  
**PROJECT:** STP-5445(610) and STP-5445(611)

*THIS CONTRACT* is between the Jefferson County, Missouri, hereinafter referred to as the "Local Agency", and EFK Moen, LLC; hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Surface Transportation Program (STP), coordinated through the Missouri Department of Transportation, the Local Agency intends to improve the safety of these two roads, and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the design and construction engineering services of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

Refer to Attachment A for the Scope of Services for the project.

**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 15% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 100% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and complete mailing address	Type of DBE Service	Total \$ Value of the DBE Subcontract	Contract \$ Amount to Apply to Total DBE Goal	Percentage of Subcontract dollar value applicable to total goal
EFK Moen, LLC 13523 Barrett Parkway Drive, Suite 250 Ballwin, Missouri 63021	Roadway Design and Construction Phase Services	\$508,120.80	\$508,120.80	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.

### **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 150 calendar days after receiving notice to proceed (Estimated at 05/01/2024 from County)
- B. Preliminary Design Phase – Within 120 calendar days after receipt of completed survey.
- C. Right of Way Phase – Within 60 calendar days after receipt of final approval of preliminary plans by MoDOT.
- D. Final Design Phase – Within 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 08/31/2026 for FY2026

obligation of Federal construction funding.

F. Construction Engineering Phase – As required in Article I – Scope of Services, Attachment A.

G. Construction Phase shall be completed 90 days after construction final completion schedule.

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

#### **ARTICLE VI – STANDARDS**

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

#### **ARTICLE VII - COMPENSATION**

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

- A. For 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 \$55,382.68, with a ceiling established for said design services in the amount of \$483,060.37, 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 \$2,845.77, with a ceiling established for said design services in the amount of \$25,060.43, 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 66.88% 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 84.62% 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 the Engineer's Cost of Facilities Capital.

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once 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 (as a % of the Design Services Fee, unless noted otherwise\*\*) for the engineering service contract compensation that will be paid for the stated phase of work performed:
- |    |  |                                       |
|----|--|---------------------------------------|
| 1. | Survey Completed                       | = maximum of 25%                      |
| 2. | Preliminary Plans Submitted to MoDOT   | = maximum of 50%                      |
| 3. | Preliminary Plans Approved by MoDOT    | = maximum of 55%                      |
| 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 95%                      |
| 7. | PS&E Approved by MoDOT                 | = maximum of 100%                     |
| 8. | Completion of Construction Engineering | = 100% (** of the TOTAL contract fee) |



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

**ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

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

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

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

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
----------------------------	----------------	-----------------

N/A

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

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

**ARTICLE XI - RETENTION OF RECORDS**

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

**ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any

portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract and will 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, as amended (42 U.S.C. 200d, 200e) as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

#### **ARTICLE XVIII - NONDISCRIMINATION**

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

#### **ARTICLE XIX – LOBBY CERTIFICATION**

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

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the

Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

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

Attachment E - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- 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 29<sup>th</sup> day of March, 2024

Executed by the County this 24 day of April, 2024

**FOR: JEFFERSON COUNTY, MISSOURI**

BY: Alennis J. Garner  
COUNTY EXECUTIVE

ATTEST: Jeanne Hoff County Clerk      Shelley Blankenship Deputy Clerk

FOR: EFK Moen, LLC

BY: Linda Moen  
President

ATTEST: Ted Mull

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.

APPROVED AS TO FORM

Kristy Apparis  
COUNTY AUDITOR

[Signature]  
COUNTY COUNSELOR

## **Attachment A**

### **Scope of Services**

Note: All scope items apply to both the Antire Road Safety Improvements [STBG-5445(610)] and the Brennan Road Safety Improvements [STBG-5445(611)] except where specifically noted.

#### **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 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.
  - 3. Submit, Enter, and complete all required information on MoDOT's Request for Environmental Review (RER) web portal.
  - 4. Obtain Environmental clearance for the project prior to submittal of preliminary plans or receive MoDOT clearance to proceed to preliminary plan development phase. Environmental clearance or temporary waiver shall be obtained within the required length of time necessary as to not delay submittal and approval of preliminary plans.

#### **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. Title reports for parcels are not included but can be added during design if needed (at additional cost).
- C. A survey baseline (and/or construction centerline) shall be established and be tied to the nearest section corner.
- D. Topography survey covering area sufficient for this roadway project.
- E. Roadway cross-section shall be obtained at 50-foot intervals, a sufficient distance beyond the estimated construction limits shall be used to determine drainage patterns and any other necessary cross-sections.
- F. Existing utilities shall be surveyed per designations provided by Missouri One Call System.

- G. Vertical Control: a project benchmark shall be established and tied to the nearest USGS benchmark. Project elevations shall be issued on this newly established benchmark.
- H. Horizontal Control: at least three horizontal control points shall be established.

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

- A. After all field survey data has been obtained and drawn in CAD; the Engineer shall provide drawings to the County on 22" x 34" plan sheets by electronic delivery (PDF).
- B. Typical roadway section showing the cross-sectional elements including width determinations and side slopes.
- C. Preliminary plans shall be developed at a scale that shows the plan clearly and that are approximately 30% complete. Said plans 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. Plan sheets drawn to a scale of 1" equals 20'. Design of the horizontal alignment shall be sufficient to provide construction limits and cross sections.
  - 5. Topographic information of the existing roadway.
  - 6. Existing property lines and easements will be shown based on existing documents and field surveys. Only easements from available record plats will be shown
  - 7. Approximate construction limits. Tentative easement boundaries and new right of way lines will be shown on the plan sheets and will be based on the approximate construction limits.
  - 8. The location of known 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. Cross-sections for mainline will be shown at fifty-foot intervals along the proposed centerline of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. For the preliminary cross sections, only proposed pavement will be shown to generate construction limits. Driveway sections will also be shown at the preliminary plan stage.
  - 10. Proposed improvements including all roadway elements, drainage, etc.
  - 11. Preliminary layout and details of crossroad culvert extensions.
  - 12. Preliminary retaining wall layouts and profiles for up to two (2) Modular Block Walls on STBG-5445(611).

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

1. Utility Coordination -The Engineer will provide a preliminary plan submittal to utility providers identified in the Missouri One Call System design ticket. This will include a full set of 11x17 plans in PDF (which will include title sheet, typical section sheets, plan sheets, and cross section sheets). Upon request, AutoCAD files can be made available to the utilities for their use.
  2. One (1) Open House Public Meeting to present the preliminary plans to the affected stakeholders, elected County officials, and other interested parties; up to two (2) Consultant employees shall be on hand at the public meeting to assist with presentations and answer stakeholder questions.
  3. One (1) design progress review meeting 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. Provide a quick fact sheet for the projects, limited to one hundred (100) copies for each project.
  5. Drainage Design - in order to determine 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. New driveway culverts will be designed to align with relocated ditches and shall match the same size, slope, and essentially equal capacity as the existing culvert being replaced.
    - b. Crossroad culvert modifications/extensions will be designed to match the same size, slope, and inlet configuration as the existing culvert being modified.
    - c. Hydrologic and hydraulic calculations will not be performed on STBG-5445(610). Hydrologic and hydraulic calculations will be performed on STBG-5445(611) to ensure that additional runoff created by the widening does not adversely affect the storm drainage systems in adjacent subdivisions. Should adverse impacts be identified, mitigations would be designed under a contract amendment.
    - d. Driveway culvert profile sheets will not be included.
- E. For the Open House Public Meeting, the Consultant will provide two (2) copies of the strip map of the proposed design, showing the existing topography, proposed infrastructure limited to pavement limits, curb and gutter locations, sidewalks, property information, construction limits, proposed right of way takings, and hatching. The strip maps will be mounted on display boards and will be on a high gloss paper. One (1) PDF sample copy of the strip map will be provided one week prior to the meeting for County comments and questions. Consultant will work with the County to provide the quick fact sheet and a questionnaire/comment form for those in attendance at the public meeting.
- F. Submit preliminary drawings to Jefferson County and MoDOT for review and comment.



- G. After reviewing the preliminary plan comments from stakeholders, Jefferson County and MoDOT, the Engineer will modify the plans to correspond to any necessary changes and resubmit for approval.
- H. Prepare Engineer's Estimate of Probable Cost (EEOPC). The Engineer will complete a preliminary engineer's estimate of probable cost utilizing historic unit bid prices for construction.
- I. Submit requests for geotechnical investigations to Jefferson County, if necessary.
- J. Discuss the right of way needs and requirements of the County before proceeding with the Right of Way plan development phase.

## **II. Right-of-way and TCE Acquisition Phase Services**

- A. Right-of-way plans shall be completed and submitted after approval of preliminary plans. They shall include all items required per the "Local Public Agency Right-of-Way Manual". This shall include obtaining approval from MoDOT to proceed with right-of-way activities. All requirements for Federal funding of right-of-way acquisition shall be met.
- B. Prepare all permanent and temporary easements and new right-of-way plats, as required, for each parcel, complete with legal descriptions for each and a legal description for the centerline of the road. Acquisitions documents shall be prepared in accordance with Jefferson County standards and shall be suitable for recording with the Jefferson County Recorder of Deeds. Right of Way plats shall be handled as Warranty Deeds.
- C. Stake right-of-way, permanent, and temporary easements (one time only).
- D. 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.
  - 1. In addition to the aforementioned requirements, the following items and assumptions are also included in this phase of work:
  - 2. 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 for each project. 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.
  - 3. 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.
  - 4. Any work required for condemnation, should it be required for any parcels, is specifically excluded from this scope.

5. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor.
6. A maximum of one (1) design progress meeting will be included for this phase of each project. These meetings will include time required to coordinate design and legal descriptions to the specific needs of the right of way appraiser/negotiator, as well as site visits to investigate additional design scenarios to aid in right of way negotiations.
7. 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.
8. 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.
9. One (1) Open House Public Hearing for each project to present the right of way plans to the affected stakeholders, elected County officials, and other interested parties; up to two (2) Consultant employees shall be on hand at the public meeting to assist with presentations and answer stakeholder questions.

### **III. Final Design Phase Services**

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.

- A. Cover Sheet with location map, sheet index, and legend of symbols.
- B. Plan sheets at a scale of 1"=20', showing existing topography, the proposed improvements including roadway reconnection, all known existing and proposed easements, existing utilities and relocations, if required, construction limits, and incorporate all review comments from Jefferson County, Army Corps of Engineers [STBG-5445(611)] and Missouri Department of Transportation.
  1. All permanent easements, temporary easements, and new right-of-way are to be shown on the plans.

2. Final cross-sections of the proposed improvements at a scale of 1"=5' horizontally and vertically at 50 foot intervals.
3. Typical creek channel sections (if modifications are required at crossroad culvert extensions).
4. Complete structure plans for the culvert extension per applicable AASHTO and MoDOT requirements.
5. Detailed traffic control plans will be required for both projects and will involve the use of temporary traffic signals due to excavations and drop-offs immediately adjacent to the narrow roadways. Portable traffic signals are assumed and the design of fixed temporary signals is excluded. Due to the limited sight distance at various locations on both projects, signal phasing sheets will be provided on both projects to accommodate actuated side street and entrance movements.
6. Plans to relocate the existing school speed limit beacons – STBG-5445(611).
7. Provide Job Special Provisions signed and sealed by a Professional Engineer including a bid form to be utilized by Jefferson County in the front-end specifications.
8. Submit final P, S,&E (Plans, Job Special Provisions, and Estimate) to Jefferson County and MoDOT for review and approval.
9. Incorporate final comments from MoDOT and Jefferson County into the plans and Job Special Provisions.
10. Utilities: The consultant shall contact all utilities identified in Missouri One Call System design ticket 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.
11. An estimate of construction costs.
12. Tabulation of Quantities: Quantity sheets or Summary 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 in PDF format created as full size (22"x 34").
15. Final Field Check: EFK Moen will complete a final field check of the project to review the proposed design against the existing conditions.

#### IV. Plan, Specifications and Estimates (P,S&E) Submittal

- A. The Final P,S&E submittal for this project will include the following information:
1. Cover sheet with legend, sheet index, locator map, and abbreviations.
  2. Tabulation of Quantities - Quantity sheets (Summary Sheet will be provided, and subsequent quantity breakdown sheets with per item/per sheet quantities will be provided)
  3. Proposed typical sections.
  4. 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.
  5. Plan sheets drawn to a scale of 1 " equals 20'.
  6. Intersection geometries and warping details will be provided for each street intersection.
  7. Cross road culvert profiles to be drawn at a scale of 1" equals 5'.
  8. Striping and Signage plans will be shown on a split plan/plan sheet drawn at a scale of 1 " equal to 50' horizontally.
  9. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1 " equal to 50' horizontally.
  10. 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.
  11. General construction detail sheet(s), including crossroad culvert extension details for both projects and retaining wall plans for STBG-5445(611).
  12. 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.
- B. 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 (PDF copy) submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD files 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 (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 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. U.S. Army Corps of Engineers 404 Permit and Missouri Department of Natural Resources 401 Clean Water Certification – STBG-5445(611) only.
  - d. Stormwater discharge permit application will be required.
  - e. These approvals do not infer that the Consultant is responsible for the fees associated with these approvals and permits. 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. One (1) design progress review meeting which will be a plan-in-hand type of site visit that will field verify the final design plan set against existing conditions.

## **V. Bidding and Construction 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 a PDF 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 RFIs (in the form of addenda to the advertisement for bids).

4. Attendance at the pre-construction meeting.
5. Review shop drawings when submitted for compliance with the drawings and specifications. Review material certifications submitted by the contractor.
6. 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 twelve (12) hours.
7. Stake new right of way corners and set iron pins after construction.
8. Make revisions (if any) to the drawings shown on markups provided by the Contractor. Submit a copy of the record drawings to Jefferson County.

## **VI. Deliverables**

- A. The deliverables required for this project will include the following:
  1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
  2. PDFs will be provided for all stages of plan submittals the County, MoDOT, and utilities. Files too large to be emailed will be uploaded and shared via Microsoft OneDrive
  3. An electronic copy of the Plans in Microstation format and one (1) copy of the Job Special Provisions in Microsoft Word format. The design will be completed in Microstation (using OpenRoads Designer as the design software) and converted to AutoCAD for submittal to the utilities requesting electronic files.

Project Name: **Antire Road Safety Improvements/Brennan Road Safety Improvements**  
Sponsor: **Jefferson County**  
Date: **3/28/2024**

**FEE SUMMARY**

**Design Services Fee**

<b>Project</b>	<b>Fee</b>
STP-5445(610) - Antire Road Safety Improvements	\$ 199,188.84
STP-5445(611) - Brennan Road Safety Improvements	\$ 283,871.52
<b>Total Design Services Fee</b>	<b>\$483,060.37</b>

**Construction Services Fee**

<b>Project</b>	<b>Fee</b>
STP-5445(610) - Antire Road Safety Improvements	\$ 12,233.27
STP-5445(611) - Brennan Road Safety Improvements	\$ 12,827.16
<b>Total Construction Services Fee</b>	<b>\$25,060.43</b>

Project Name: **Antire Road Safety Improvements**  
 Sponsor: **Jefferson County**  
 Federal Project No.: **STP-5445(610)**  
 Date: **3/28/2024**

<b>Design Services</b>	<b>Hours</b>	<b>Cost</b>
Surveying	596	\$ 22,016.92
Preliminary Design	357	\$ 16,845.00
Right-of-Way Plans	150	\$ 7,929.00
Final Design	478	\$ 22,927.00
<b>Total Design Hours</b>	<b>1,581</b>	<b>\$69,717.92</b>

Overhead	151.50%	\$105,622.65
<b>Subtotal</b>		<b>\$175,340.57</b>
Fixed Fee	13.00%	\$22,794.27
<b>Subtotal</b>		<b>\$198,134.84</b>

**Other Direct Costs**

Mileage	10 trips of 40 miles at \$0.67 per mile	\$268.00
Survey Mileage	20 trips of 40 miles at \$0.67 per mile	\$536.00
Court House Research		\$250.00
Note: Title Commitments Not Included		
	<b>Subtotal</b>	<b>\$1,054.00</b>

<b>Design Services Subtotal</b>	<b>\$199,188.84</b>
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<b>Construction Services</b>	<b>Hours</b>	<b>Cost</b>
Construction Support	96	\$ 4,240.00

Overhead	151.50%	\$6,423.60
<b>Subtotal</b>		<b>\$10,663.60</b>
Fixed Fee	13.00%	\$1,386.27
<b>Subtotal</b>		<b>\$12,049.87</b>

**Other Direct Costs**

Mileage	4 trips of 40 miles at \$0.67 per mile	\$104.80
Survey Mileage	3 trips of 40 miles at \$0.67 per mile	\$78.60
	<b>Subtotal</b>	<b>\$183.40</b>

<b>Construction Services Subtotal</b>	<b>\$12,233.27</b>
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<b>Project Total for Antire Road Safety Improvements</b>	<b>\$211,422.11</b>
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**Surveying**

Task Description	Hours				Total Hours	Total Cost
	Surveying Manager/PLS	Survey Technician	Senior Survey Crew Chief	Intermediate Instrument Operator		
	\$ 56.18	\$ 36.26	\$ 42.99	\$ 30.60		
<b>Survey</b>						
Property Research		16			16	\$ 580.16
Utility Research		8			8	\$ 290.08
Establish Horiz. & Vert. Control with 3/pt ties (Estimate 10)			32	32	64	\$ 2,354.88
Topographic Survey Laurel to Brookdale			60	60	120	\$ 4,415.40
Right of Way/Property Survey			40	40	80	\$ 2,943.60
Mapping and Drafting		56			56	\$ 2,030.56
Resolve Right of Way/Property Survey	8	48			56	\$ 2,189.92
Prepare 24 Easement Exhibits		96			96	\$ 3,480.96
Prepare 24 Easement Descriptions		48			48	\$ 1,740.48
Stake Proposed Acquisitions (1 Trip)			24	24	48	\$ 1,766.16
QA/QC	4				4	\$ 224.72
<b>Total Hours</b>	<b>12</b>	<b>272</b>	<b>156</b>	<b>156</b>	<b>596</b>	
<b>Total Cost</b>	<b>\$ 674.16</b>	<b>\$ 9,862.72</b>	<b>\$ 6,706.44</b>	<b>\$ 4,773.60</b>		<b>\$22,016.92</b>

Preliminary Design

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Project Manager/ Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician	Administrative/Ci erical		
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Preliminary Plans</b>									
Title and Index Sheet		1		1	2	2		6	\$ 269.00
Typical Sections		1		1	4	4		10	\$ 425.00
General Notes & Details		1		1	1	1		4	\$ 191.00
Reference Points & Ties		1			4			5	\$ 254.00
Plan & Profile Sheets (9 Sheets)		2	2	12	12	12		40	\$ 1,662.00
Preliminary Drainage Layout		2	6		8	8		24	\$ 1,102.00
Prelim. X-Sections, Entrance & Side Street Profiles		2		8	24	24		58	\$ 2,332.00
<b>Preliminary Drainage Design</b>									
N/A - Match Existing Drainage Infrastructure									
<b>Utility Coordination</b>									
Coordinate potential conflicts with utilities, discuss potential relocation options. Meet if Necessary		6	6		4	4		20	\$ 1,086.00

Preliminary Design

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Project Manager/ Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician	Administrative/Ci erical		
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Preliminary Phase Design Tasks</b>									
Administration		2	2				4	8	\$ 398.00
Programming Data Form		1			1	1		3	\$ 152.00
Section 106 Review/Compliance Info Form		1			2	2		5	\$ 230.00
Endangered Species Checklist		4	2		4	4		14	\$ 718.00
RER Submittal and Updates		4	4					8	\$ 516.00
Guardrail Warrants Analysis/Review		4	4		4	4		16	\$ 828.00
Alignment, Entrance Layout & Corridor Modeling		4	4		20	20		48	\$ 2,076.00
Public Meeting Exhibit and Preparation		2			16	16		34	\$ 1,396.00
Attend Public Meeting		4	4					8	\$ 516.00
Field Check		6	6					12	\$ 774.00
Opinion of Probable Cost		4			4			8	\$ 476.00
Submit Preliminary Plans		1		4	4			9	\$ 410.00
Revise and Resubmit Preliminary Plans		1		4	4			9	\$ 410.00
<b>QA/QC</b>	8							8	\$ 624.00
<b>Total Hours</b>	8	54	40	31	118	102	4	357	
<b>Total Cost</b>	\$ 624.00	\$ 3,996.00	\$ 2,200.00	\$ 1,209.00	\$ 5,310.00	\$ 3,366.00	\$ 140.00		\$16,845.00

Right-of-Way Plans

Task Description	Hours						Total Hours	Total Cost	
	QA/QC Manager	Project Manager/Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician			Administrative/Clerical
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Right-of-Way Plans</b>									
Update Title and Index Sheet		1			1			2	\$ 119.00
Update Typical Sections		1			2			3	\$ 164.00
Update General Notes & Details		1			2			3	\$ 164.00
Update Plan & Profile Sheets (9 Sheets)		2			16	16		34	\$ 1,396.00
Update Preliminary Drainage Layout		1			2	2		5	\$ 230.00
Refine Entrance and Side Street Designs		2			8	8		18	\$ 772.00
Finalize ROW/Easement Needs		4			4			8	\$ 476.00
Update X-Sections, Entrance & Side Street Profiles		4			8			12	\$ 656.00
<b>Drainage</b>									
N/A - Match Existing Infrastructure									
<b>Utility Coordination</b>									
Attend & Prepare for meeting (1-2 hr meeting)		4	4		2			10	\$ 606.00
Prepare meeting minutes			2					2	\$ 110.00
Coordinate potential conflicts with utilities, discuss potential relocation options		4			4			8	\$ 476.00



Right-of-Way Plans

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Project Manager/Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician	Administrative /Clerical		
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Right-of-Way Phase Tasks</b>									
Administration		2					2	4	\$ 218.00
Client Meetings and Preparation		2	2					4	\$ 258.00
Calculate Acquisition Areas		2			4			6	\$ 328.00
ROW Field Checks		6	6					12	\$ 774.00
Submit ROW Plans		1			4			5	\$ 254.00
Update Estimate of Probable Cost		2			2	2		6	\$ 304.00
<b>QA/QC</b>	8							8	\$ 624.00
<b>Total Hours</b>	8	39	14	0	59	28	2	150	
<b>Total Cost</b>	\$ 624.00	\$ 2,886.00	\$ 770.00	\$ -	\$ 2,655.00	\$ 924.00	\$ 70.00		\$ 7,929.00

Final Design

Task Description	Hours						Total Hours	Total Cost	
	QA/QC Manager	Project Manager/Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician			Administrative/Clerical
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Final Plans</b>									
Update Title and Index Sheet		1			1			2	\$ 119.00
Update Typical Sections		1	1	1	2	2		7	\$ 324.00
Update General Notes and Details		1			2			3	\$ 164.00
Quantity "A" Sheet		1			2	4		7	\$ 296.00
Quantity "B" Sheets		2	2		8	16		28	\$ 1,146.00
Update Reference Points and Ties		1			1			2	\$ 119.00
Update Plan & Profile Sheets (9 Sheets)		2	2		12	12		28	\$ 1,194.00
Finalize entrance and sidestreet designs		2	2		12	12		28	\$ 1,194.00
Warping Details at Brookside Drive		1			12	8		21	\$ 878.00
Entrance Details (Assume 7)		2	2		16	16		36	\$ 1,506.00
Final Drainage Details		2	4		8			14	\$ 728.00
Traffic Control Plans		4	4		12	12		32	\$ 1,452.00
Erosion Control Plans (9 Sheets)		2	2		8	8		20	\$ 882.00
Guardrail Plans		1	1		8			10	\$ 489.00
Striping Plans		1	1		16	16		34	\$ 1,377.00
Signing Plan		1	1		16	16		34	\$ 1,377.00
Finalize Cross Sections		2	2		10	10		24	\$ 1,038.00
<b>Utility Coordination</b>									
Coordinate potential conflicts with utilities, discuss potential relocation options. Up to 2 Utility Meetings		12	8		8			28	\$ 1,688.00

Final Design

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Project Manager/Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician	Administrative/Clerical		
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Final Design Phase Tasks</b>									
Administration		4					4	8	\$ 436.00
Coordination Meeting		2			2			4	\$ 238.00
NPDES Permitting		4			8			12	\$ 656.00
Final Field Check		6	6					12	\$ 774.00
Workday Study		2	2					4	\$ 258.00
Job Special Provisions		8	4					12	\$ 812.00
Tabulation of Quantities		4			16	8		28	\$ 1,280.00
Estimate of Probable Cost		4	4					8	\$ 516.00
LPA Checklist & County Checklist		2			2			4	\$ 238.00
First PS&E Submittal to County		4	2	2				8	\$ 484.00
Revise per County & MoDOT Comments		4	2	2	2	2		12	\$ 640.00
<b>QA/QC</b>	8							8	\$ 624.00
<b>Total Hours</b>	8	83	52	5	184	142	4	478	
<b>Total Cost</b>	\$ 624.00	\$ 6,142.00	\$ 2,860.00	\$ 195.00	\$ 8,280.00	\$ 4,686.00	\$ 140.00		\$22,927.00

EFK•Moen, LLC  
3/28/2024

Antire Road Safety Improvements  
Jefferson County  
STP-5445(610)

Construction Support

Task Description	Hours					Total Hours	Total Cost
	Project Manager/Technology Manager	Senior Project Engineer	Design Technician	Senior Survey Crew Chief	Intermediate Instrument Operator		
	\$ 74.00	\$ 55.00	\$ 33.00	\$ 44.00	\$ 31.00		
<b>Construction Support:</b>							
Review MSE Wall Shop Drawings		8				8	\$ 440.00
Review Culvert/Drainage Shop Drawings		4				4	\$ 220.00
Field Visits (Assume 2)	4	4				8	\$ 516.00
Plan Interpretation	2	2				4	\$ 258.00
Provide As-Builts to County	2	6	16			24	\$ 1,006.00
Monument New and Existing ROW				24	24	48	\$ 1,800.00
<b>Total Hours</b>	8	24	16	24	24	96	
<b>Total Cost</b>	\$ 592.00	\$ 1,320.00	\$ 528.00	\$ 1,056.00	\$ 744.00		\$ 4,240.00



Project Name: **Brennan Road Safety Improvements**  
 Sponsor: **Jefferson County**  
 Federal Project No.: **STP-5445(611)**  
 Date: **3/28/2024**

<b>Design Services</b>	<b>Hours</b>	<b>Cost</b>
Surveying	584	\$ 22,574.00
Preliminary Design	531	\$ 25,499.00
Right-of-Way Plans	212	\$ 10,403.00
Final Design	676	\$ 30,898.00
Structural	198	\$ 10,300.00
<b>Total Design Hours</b>	<b>2,003</b>	<b>\$99,674.00</b>

Overhead	151.50%	\$151,006.11
<b>Subtotal</b>		<b>\$250,680.11</b>
Fixed Fee	13.00%	\$32,588.41
<b>Subtotal</b>		<b>\$283,268.52</b>

**Other Direct Costs**

Mileage	10 trips of 30 miles at \$0.67 per mile	\$201.00
Survey Mileage	20 trips of 30 miles at \$0.67 per mile	\$402.00
<b>Subtotal</b>		<b>\$603.00</b>

<b>Design Services Subtotal</b>	<b>\$283,871.52</b>
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<b>Construction Services</b>	<b>Hours</b>	<b>Cost</b>
Construction Support	104	\$ 4,464.00

Overhead	151.50%	\$6,762.96
<b>Subtotal</b>		<b>\$11,226.96</b>
Fixed Fee	13.00%	\$1,459.50
<b>Subtotal</b>		<b>\$12,686.46</b>

**Other Direct Costs**

Mileage	4 trips of 30 miles at \$0.67 per mile	\$80.40
	3 trips of 30 miles at \$0.67 per mile	\$60.30
<b>Subtotal</b>		<b>\$140.70</b>

<b>Construction Services Subtotal</b>	<b>\$12,827.16</b>
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<b>Project Total for Brennan Road Safety Improvements</b>	<b>\$296,698.69</b>
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Surveying

Task Description	Hours				Total Hours	Total Cost
	Surveying Manager/PLS	Survey Technician	Senior Survey Crew Chief	Intermediate Instrument Operator		
	\$ 58.00	\$ 38.00	\$ 45.00	\$ 32.00		
<b>Survey</b>						
Property Research		16			16	\$ 608.00
Utility Research		8			8	\$ 304.00
Establish Horiz. & Vert. Control w/3pt. Ties (Approx. 10 pts.)			30	30	60	\$ 2,310.00
Topographic Survey from Little Brennan to Eagle (3,700± lf)			56	56	112	\$ 4,312.00
Right of Way/Property Survey			32	32	64	\$ 2,464.00
Mapping and Drafting		56			56	\$ 2,128.00
Resolve Right of Way/Property Survey	8	40			48	\$ 1,984.00
Prepare 28 Easement Exhibits		112			112	\$ 4,256.00
Prepare 28 Easement Descriptions		56			56	\$ 2,128.00
Stake New ROW/Easements (1 Time)			24	24	48	\$ 1,848.00
QC/QA	4				4	\$ 232.00
<b>Total Hours</b>	<b>12</b>	<b>288</b>	<b>142</b>	<b>142</b>	<b>584</b>	
<b>Total Cost</b>	<b>\$ 696.00</b>	<b>\$ 10,944.00</b>	<b>\$ 6,390.00</b>	<b>\$ 4,544.00</b>		<b>\$22,574.00</b>

Preliminary Design

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Project Manager/ Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician	Administrative/Ci erical		
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Preliminary Plans</b>									
Title and Index Sheet		1		1	2	2		6	\$ 269.00
Typical Sections		1		1	4	4		10	\$ 425.00
General Notes & Details		1		1	1	1		4	\$ 191.00
Reference Points & Ties		1			4			5	\$ 254.00
Plan & Profile Sheets (7 Sheets)		4		10	10	10		34	\$ 1,466.00
Preliminary Drainage Layout		2	6		8	8		24	\$ 1,102.00
Preliminary Culvert Extension Layouts		8			8			16	\$ 952.00
Preliminary Retaining Wall Layouts		4	4	8	12	12		40	\$ 1,764.00
Prelim. X-Sections, Entrance & Side Street Profiles		2		8	60	8		78	\$ 3,424.00
<b>Preliminary Drainage Design</b>									
Create Existing Surface			2	2				4	\$ 188.00
Delineate Drainage Areas			8	8				16	\$ 752.00
Hydrologic Analysis			6	6				12	\$ 564.00
Existing Conditions Hydraulic Analysis			8	8				16	\$ 752.00
Proposed Conditions Hydraulic Analysis			8	8				16	\$ 752.00
Determine Drainage Needs			4	4				8	\$ 376.00
Identify Potential Detention/Water Quality Needs			2	2				4	\$ 188.00
<b>Utility Coordination</b>									
Coordinate potential conflicts with utilities, discuss potential relocation options		6	6		4	4		20	\$ 1,086.00

Preliminary Design

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Project Manager/ Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician	Administrative/Ci erical		
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Preliminary Phase Tasks</b>									
Administration		4					4	8	\$ 436.00
Programming Data Form		1			1	1		3	\$ 152.00
Section 106 Review/Compliance Info Form		1			2	2		5	\$ 230.00
Endangered Species Checklist		6			4	4		14	\$ 756.00
RER Submittal and Updates		8						8	\$ 592.00
Guardrail Warrants Analysis/Review		8			8			16	\$ 952.00
Alignment, Entrance Layout & Corridor Modeling		6	6		32	32		76	\$ 3,270.00
Public Meeting Exhibit and Preparation		2			16	16		34	\$ 1,396.00
Attend Public Meeting		4	4					8	\$ 516.00
Field Check		6	6					12	\$ 774.00
Opinion of Probable Cost		4			4			8	\$ 476.00
Submit Preliminary Plans		1		4	4			9	\$ 410.00
Revise and Resubmit Preliminary Plans		1		4	4			9	\$ 410.00
								0	\$ -
<b>QA/QC</b>	8							8	\$ 624.00
<b>Total Hours</b>	8	82	70	75	188	104	4	531	
<b>Total Cost</b>	\$ 624.00	\$ 6,068.00	\$ 3,850.00	\$ 2,925.00	\$ 8,460.00	\$ 3,432.00	\$ 140.00		\$25,499.00



Right-of-Way Plans

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Project Manager/Technology Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician	Administrative/Clerical		
	\$ 78.00	\$ 74.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 35.00		
<b>Right-of-Way Plans</b>									
Update Title and Index Sheet		1			1			2	\$ 119.00
Update Typical Sections		1			2			3	\$ 164.00
Update General Notes & Details		1			2			3	\$ 164.00
Update Plan & Profile Sheets (7 Sheets)		1	1		12	12		26	\$ 1,065.00
Update Preliminary Drainage Layout		1			2	2		5	\$ 230.00
Refine Entrance and Side Street Designs		1	1		16	16		34	\$ 1,377.00
Finalize ROW/Easement Needs		4	4		6			14	\$ 786.00
Update X-Sections, Entrance & Side Street Profiles		2	2		12	12		28	\$ 1,194.00
<b>Drainage</b>									
Finalize Drainage Modifications			2	2				4	\$ 188.00
Pipe Profiles			2	2	8	8		20	\$ 812.00
Finalize Detention/Water Quality Layout			4	4				8	\$ 376.00
<b>Utility Coordination</b>									
Attend & Prepare for meeting (1-2 hr meeting)		4	4		2			10	\$ 606.00
Prepare meeting minutes			2					2	\$ 110.00
Coordinate potential conflicts with utilities, discuss potential relocation options		4		4				8	\$ 452.00
<b>Right-of-Way Phase Tasks</b>									
Administration		2					2	4	\$ 218.00
Client Meetings and Preparation		2	2					4	\$ 258.00
Calculate Acquisition Areas		2			4			6	\$ 328.00
ROW Field Checks		6	6					12	\$ 774.00
Submit ROW Plans		1			4			5	\$ 254.00
Update Estimate of Probable Cost		2			2	2		6	\$ 304.00
								0	\$ -
<b>QA/QC</b>	6							8	\$ 624.00
<b>Total Hours</b>	6	35	30	12	73	52	2	212	
<b>Total Cost</b>	\$ 624.00	\$ 2,590.00	\$ 1,650.00	\$ 468.00	\$ 3,285.00	\$ 1,716.00	\$ 70.00		\$ 10,403.00

Final Design

Task Description	Hours							Total Hours	Total Cost	
	QA/QC Manager	Project Manager/Technology Manager	Senior Project Manager	Senior Project Engineer	Project Engineer	Senior Project Designer	Design Technician			Administrative/Clerical
	\$ 78.00	\$ 74.00	\$ 69.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 36.00		
<b>Final Plans</b>										
Update Title and Index Sheet		1				1			2	\$ 119.00
Update Typical Sections		1		1		2	2		6	\$ 285.00
Update General Notes and Details		1				2			3	\$ 164.00
Quantity "A" Sheet		1				2	4		7	\$ 296.00
Quantity "B" Sheets		2		2		8	16		28	\$ 1,146.00
Finalize Coordinate Points and Ties		1				1			2	\$ 119.00
Update Plan & Profile Sheets (7 Sheets)		2		2		12	12		28	\$ 1,194.00
Finalize entrance and sidestreet designs		2		2		12	12		28	\$ 1,194.00
Warping Details at Side Streets (Assume 8)		2		2		64	64		132	\$ 5,250.00
Warping Details at Commercial Entrances (Assume 1)		1		1		20	20		42	\$ 1,689.00
Driveway Entrance Details (Assume 7)		4		4		20	20		48	\$ 2,076.00
Final Drainage Details		2		4		8			14	\$ 728.00
Traffic Control Plans		4		4		12	12		32	\$ 1,452.00
Erosion Control Plans (7 Sheets)		2		2		8	8		20	\$ 882.00
Guardrail Plans		1		1		4	4		10	\$ 441.00
School Beacon Relocation Plans		1		1		12			14	\$ 669.00
Striping Plans		1		1		16	16		34	\$ 1,377.00
Signing Plan		1		1		16	16		34	\$ 1,377.00
Finalize Cross Sections		2		2		10	10		24	\$ 1,038.00
<b>Drainage</b>										
Finalize Plans and Pipe Profiles				2		6	4		12	\$ 512.00
<b>Utility Coordination</b>										
Coordinate potential conflicts with utilities, discuss potential relocation options. Up to 2 Utility Meetings		12		8		8			28	\$ 1,688.00

Final Design

Task Description	Hours						Total Hours	Total Cost	
	QA/QC Manager	Project Manager/Technology Manager	Senior Project Manager	Senior Project Engineer	Project Engineer	Senior Project Designer			
	\$ 78.00	\$ 74.00	\$ 69.00	\$ 55.00	\$ 39.00	\$ 45.00	\$ 33.00	\$ 36.00	
<b>Final Design Phase Tasks</b>									
Administration		2		2			4	8	\$ 402.00
Coordination Meeting		2				2		4	\$ 238.00
NPDES and 404/401 Permitting		4		4		6	6	20	\$ 984.00
Final Field Check		6		6				12	\$ 774.00
Workday Study		2		2				4	\$ 258.00
Job Special Provisions		8		4				12	\$ 812.00
Tabulation of Quantities		4				12	12	28	\$ 1,232.00
Estimate of Probable Cost		4		4				8	\$ 516.00
LPA Checklist & County Checklist		2				2		4	\$ 238.00
First PS&E Submittal to County		4		2		2		8	\$ 496.00
Revise per County & MoDOT Comments		4		2		2	4	12	\$ 628.00
<b>QA/QC</b>	8							8	\$ 624.00
<b>Total Hours</b>	8	86	0	66	0	270	242	4	676
<b>Total Cost</b>	\$ 624.00	\$ 6,364.00	\$ -	\$ 3,630.00	\$ -	\$ 12,150.00	\$ 7,986.00	\$ 144.00	\$ 30,898.00

Retaining Walls - 2 Small Block

Task Description	Hours											Total Hours	Total Cost
	Surveying Manager/PLS	Survey Technician	Senior Survey Crew Chief	Intermediate Instrument Operator	Senior Project Engineer	Intermediate Project Engineer	Senior Project Designer	Design Technician	Structural Project Manager	Senior Structural Engineer	Structural Designer		
Survey	\$ 57.00	\$ 37.00	\$ 44.00	\$ 31.00	\$ 55.00	\$ 46.00	\$ 45.00	\$ 33.00	\$ 82.00	\$ 56.00	\$ 45.00		
Field Pickup - Boring Locations and Elevations (Assume 1 Trip)	1	2	4	4								11	\$ 431.00
Wall Layout (Roadway)													\$ -
Review and Update Preliminary Wall Elevations					1	8	8	8	1			26	\$ 1,129.00
Preliminary Wall Design													\$ -
MSE Wall Layout Sheet and Estimate									1	6	4	11	\$ 598.00
Final Wall Design													\$ -
MSE Wall Sheets										24	24	48	\$ 2,424.00
Cost Estimate										2	2	4	\$ 202.00
Box Culvert and Headwall Modifications									16	40	40	96	\$ 5,352.00
QA/QC									2			2	\$ 164.00
<b>Total Hours</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>20</b>	<b>72</b>	<b>70</b>	<b>198</b>	
<b>Total Cost</b>	<b>\$ 57.00</b>	<b>\$ 74.00</b>	<b>\$ 176.00</b>	<b>\$ 124.00</b>	<b>\$ 55.00</b>	<b>\$ 368.00</b>	<b>\$ 360.00</b>	<b>\$ 264.00</b>	<b>\$ 1,640.00</b>	<b>\$ 4,032.00</b>	<b>\$ 3,150.00</b>		<b>\$ 10,300.00</b>

EFK+Moen, LLC  
3/28/2024

Brennan Road Safety Improvements  
Jefferson County  
STP-5445(611)

Construction Support

Task Description	Hours						Total Hours	Total Cost
	Senior Project Manager	Senior Project Engineer	Design Technician	Surveying Manager/PLS	Senior Survey Crew Chief	Intermediate Instrument Operator		
	\$ 69.00	\$ 55.00	\$ 33.00	\$ 57.00	\$ 44.00	\$ 31.00		
<b>Construction Support:</b>								
Review MSE Wall Shop Drawings		8					8	\$ 440.00
Review Culvert/Drainage Shop Drawings		4					4	\$ 220.00
Field Visits (Assume 2)	4	4					8	\$ 496.00
Plan Interpretation	2	2					4	\$ 248.00
Provide As-Builts to County	2	6	24				32	\$ 1,260.00
Monument New and Existing ROW					24	24	48	\$ 1,800.00
<b>Total Hours</b>	<b>8</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>24</b>	<b>104</b>	
<b>Total Cost</b>	<b>\$ 552.00</b>	<b>\$ 1,320.00</b>	<b>\$ 792.00</b>					<b>\$4,464.00</b>



Missouri Department of Transportation  
*Patrick K. McKenna, Director*

1.888.ASK MODOT (275.6636)

August 29, 2023

Theresa DeBarry  
EFK Moen, LLC  
13523 Barrett Parkway Drive, Suite 250  
Ballwin, MO 63021

Dear Ms. DeBarry:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. EFK Moen, LLC will be added to the Consultant Pre-qualification List. To view this list, go to [www.modot.gov](http://www.modot.gov) scroll down to Doing Business With MoDOT– select Consultant Services – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2022. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	151.22%
Facilities Capital Cost of Money Rate	.28%

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

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

Respectfully,



Kelly R. Niekamp  
Audit Manager  
Audits and Investigations

cc: Keith Jennings-de



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

[www.modot.org](http://www.modot.org)

## ATTACHMENT D

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

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#### INSTRUCTIONS FOR CERTIFICATION

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/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

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#### INSTRUCTIONS FOR CERTIFICATION

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

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

**Project Name:** Antire Road and Brennan Road Safety Improvements

**Project Number:** STP-5445(610) and STP-5445(611)

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

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

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

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

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

LPA

Consultant

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

Printed Name: Linda Moen

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

Signature: 

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

Date: 3/28/2024