

FILED

APR 25 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0415

ORDINANCE NO.: 24-0192

INTRODUCED BY: COUNCIL MEMBER(s) Groetzel

1 **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**
2 **AWARD THE ENGINEERING SERVICES CONTRACT AND TO EXECUTE**
3 **THE AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI, AND ABNA**
4 **ENGINEERING INC. FOR THE ROAD SAFETY IMPROVEMENTS PROGRAM**
5 **FOR EAST ROCK CREEK ROAD AND OLD LEMAY FERRY ROAD**
6 **DESIGNATED AS PROJECTS STP-5445 (612) AND STBG-3100 (529) IN**
7 **COUNCIL DISTRICTS 2, 3, AND 4.**

8 **WHEREAS,** Jefferson County, Missouri issued a Request for Qualifications for
9 design and construction engineering services for the East Rock Creek Road (from Gary
10 Road to Old Lemay Ferry Road) and Old Lemay Ferry Road (from approximately 430 feet
11 South of East Rock Creek Road to approximately 630 feet North of Seckman Road) Safety
12 Improvements program designated as Projects STP-5445 (612) and STBG-3100 (529) and

13 **WHEREAS,** Jefferson County, Missouri in response to a certain Request for
14 Qualifications issued by the County, received proposals for design and construction
15 engineering services for the East Rock Creek Road and Old Lemay Ferry Road Safety
16 Improvements program designated as projects STP-5445 (612) and STBG-3100 (529) and

17 **WHEREAS,** after reviewing the proposals, Jefferson County determined that a
18 certain engineering firm, ABNA Engineering Inc. represents the best qualified proposal for

1 the East Rock Creek Road and Old Lemay Ferry Road Safety Improvements program, and
2 meets the Request for Qualifications by the County; and

3 **WHEREAS**, Jefferson County, Missouri finds it now necessary and in the best
4 interest of the County to award the East Rock Creek Road and Old Lemay Ferry Road
5 Safety Improvements projects, to ABNA Engineering Inc. as the best qualified firm and to
6 execute an agreement for the design and construction engineering services contract not to
7 exceed **(\$521,566.00)**, subject to budgetary limitations. A copy of said agreement is
8 attached hereto as Exhibit A.

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

11 Section 1. Jefferson County awards the design and construction engineering
12 services contract to the best qualified firm, ABNA Engineering Inc. in an amount not to
13 exceed five hundred twenty-one thousand, five hundred sixty-six dollars and zero cents
14 **(\$521,566.00)**, subject to budgetary limitations.

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

19 Section 3. Copies of all Request for Qualifications, responses thereto, any contract
20 agreements and change orders shall be maintained by the Department of the County Clerk
21 consistent with the rules and procedures for the maintenance and retention of records as
22 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.

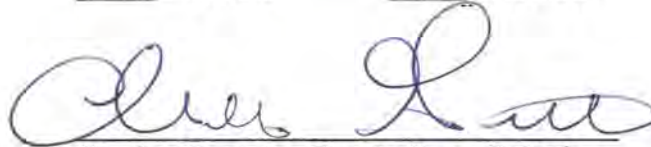
**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

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

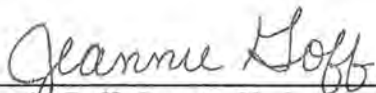
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24 DAY OF April, 2024.

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

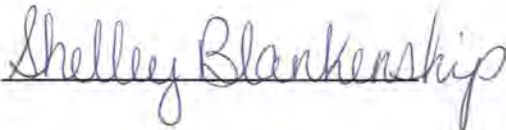


Dennis Gannon, County Executive

ATTEST:



Jeannie Goff, County Clerk

BY: 

Reading Date: 04-22-2024



ORDINANCE NO.

24-0192

SPONSER: JEFFERSON COUNTY, MISSOURI

LOCATION: East Rock Creek Road and Old Lemay Ferry Road

PROJECT: STP-5445(612) and STBG-3100(529)

THIS CONTRACT is between the Jefferson County, Missouri, hereinafter referred to as the "Local Agency", and ABNA Engineering, Inc.; 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 **0 %** of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, **100%** of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and complete mailing address	Type of DBE Service	Total \$ Value of the DBE Subcontract	Contract \$ Amount to Apply to Total DBE Goal	Percentage of Subcontract dollar value applicable to total goal
ABNA Engineering Inc. 4140 Lindell Blvd. St. Louis, MO 63108	Design, Geotechnical, and Survey	Prime	\$521,566.00	100%

ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

- A. Make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. Provide the Engineer with the Local Agency's requirements for the project;
- C. Make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. Examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. Designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

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 120 calendar days after receiving notice to proceed (Estimated at 6/03/2024 from County)
- B. Preliminary Design Phase – Within 150 calendar days after receipt of completed survey.
- C. Right of Way Phase – Within 90 calendar days after receipt of final approval of preliminary plans by MoDOT.
- D. Final Design Phase – Within 270 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 09/30/2027 for East Rock Creek Road, and on or before 09/30/2028 for Old Lemay Ferry Road, for construction soonafter.
- 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 **\$59,316.24**, with a ceiling established for said design services in the amount of **\$503,718.63**, 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 **\$2,190.55**, with a ceiling established for said design services in the amount of **\$17,837.37**, 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 **52.60%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount estimated at 123.62% 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
 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:

Sub-Consultant Name

N/A

Address

Services

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, and Other Responsibility Matters- Lower Tier Covered Transactions.

Attachment F- DBE Contract Provisions

Executed by the Engineer this 27 day of March, 2024

Executed by the County this 24 day of April, 2024

FOR: JEFFERSON COUNTY, MISSOURI

BY: Dennis J Gannon
COUNTY EXECUTIVE

ATTEST: Jeannie Goff County Clerk Shelley Blankenship Deputy Clerk

FOR: ABNA Engineering Inc.

BY: David Diestelkamp
David Diestelkamp

ATTEST: Stephen Alsbury
Stephen Alsbury

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 G. Appell
COUNTY AUDITOR

[Signature]
COUNTY COUNSELOR

ATTACHMENT A

EAST ROCK CREEK (From Gary Road to Old Lemay Ferry) &

OLD LEMAY FERRY (From approx. 430' South of East Rock Creek to approx. 630' N. Seckman Rd.)

SAFETY IMPROVEMENTS SCOPE OF SERVICES For Each Location

The scope of services includes design and development of plans, specifications and estimates for Safety Improvement for the East Rock Creek Road & Old Lemay Ferry Roads. Each location may include Retaining walls, drainage structures, pavement designs, roadway and traffic safety repairs / reconstructions / realignments, pavement surface preservations, utility coordination and relocation plans, stormwater facilities, NPDES permit compliance, erosion control, traffic control, traffic operations, signing, striping & roadside development.

Each location will have an independent design and bid package.

I. Environmental Phase (RER)

- A. Forms and information that will be required to be submitted include the following:
1. "Cultural Resources Impact Form" to be submitted to the Missouri Department of Natural Resources. It is anticipated that an archaeological survey will not be required by the Department of Natural Resources and a Phase I survey of the area will not be included.
 2. Complete and submit a U.S. Army Corps of Engineers "404 Permit" application form. An application for Section 401 Water Quality Certification Permit shall be completed and submitted to the MODNR. A letter shall also be submitted to the Missouri Department of Conservation requesting their review of the project area.
 3. Complete "Form AD-1006" to be submitted to the Soil Conservation Services. A sketch showing the location of the project on a USGS map shall be included. A letter shall be completed with the form to address the requirements of the Farmland Protection Policy Act.
 4. Complete a report that addresses threatened and endangered species. This will also address Migratory birds.

5. Land Disturbance / Stormwater.
6. The following are not anticipated to require individual reports but will be covered in RER.
 - a FEMA/SEMA Buyout
 - b Socioeconomic Impact
 - c Noise Impact (no increase in lanes)
 - d Public Land Impact (Section 4f/6F)

II. Field Surveys and Data Collection Phase

Rock Creek – Approximately 6100 linear feet.

Old Lemay Ferry - Approximately 3600 linear feet

- A. Existing right-of-way and property lines shall be located.
- B. A survey baseline (and/or construction centerline) shall be established and be tied to the nearest section corner. The land surveyor shall provide a centerline description for the proposed alignment.
- C. Topography survey that covers the roadway, ditch flowlines, and all utility features flush and below grade within 50' from the centerline of the existing pavement along the project limits or areas of anticipated relocation, 100 foot wide area, sufficient for realignment.
- D. Roadway cross-section shall be obtained at 50-foot intervals, 50' minimum from the centerline of existing or further be used to determine drainage patterns and any other necessary cross-section.
- E. Treelines will be located along with standalone (volunteer trees).
- F. Existing utilities shall be located.
- G. Vertical Control: Three project benchmarks shall be established per project and tied to nearest USGS benchmark with GPS observations. Project elevations shall be issued on this newly established benchmark.
- H. Horizontal Control: at least every 500 feet, with three point ties shall be established.
- I. Discuss geometric alignment options with the County before proceeding with Preliminary design phase. Consultant shall limit number of options to two or three.

Preliminary Design Phase

After all field survey data has been obtained and platted, the Consultant shall provide preliminary plan drawings in PDF format to the County containing the following information:

- A. Typical structure section and roadway section showing the roadway width and side slopes.
- B. Preliminary plan and profile at a 20 scale that shows the plan clearly. Said plan to include the following:
 - 1. Field Survey Data, including detailed measurements of all crossroad and parallel drainage structures.
 - 2. Topographic information of the existing roadway.
 - 3. Existing property lines and easements (based on existing documents and field surveys).
 - 4. Existing utilities, including any known wells and individual waste systems.
 - 5. Proposed improvements.
 - 6. Creek channel modifications, if any.
 - 7. Preliminary roadway profile and creek flow line changes, if any.
 - 8. Roadway and channel cross-sections.
- C. Submit preliminary drawings to Jefferson County for review and comment.
- D. Geotechnical investigation as required. (Rock Creek Relocation area) and anticipated walls.
- E. Provide County with preliminary estimate of construction cost.
- F. Attend 1 public meeting for each roadway.

- G. Discuss right of entry needs and requirements with the County before proceeding with Right-of-Way plan development phase.

III. Right-of-Way and TCE Acquisition

It is hopeful that all necessary improvements can be accomplished within the various adjacent properties currently owned by Jefferson County. However, if it is determined that other property rights are required, the following criteria shall be followed:

- A. Right-of-way plans shall be completed and submitted after approval of preliminary plans. They shall include all items required per the "Local Public Agency Right-of-Way Manual". This shall include obtaining approval from the MoDOT to proceed with right-of-way activities. Right-of-way acquisition may involve Federal Funds.
- B. Prepare all permanent and temporary easements, dedication strips, prescriptive 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. Acquisition 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)

IV. Final Design Phase

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

- A. Cover Sheet with location map, sheet index, and legend of symbols.
- B. Summary of Quantities with detailed schedules.
- C. Reference points

- D. Plan and profile sheet at a scale of 1" = 20' horizontally and 1" = 5' vertically, showing existing topography, the proposed improvements including roadway reconnection, all existing and proposed easements, existing utilities, and relocations, if required, creek channel modifications, construction limits, profile grade and creek flow line, and incorporate all review comments from Jefferson County, Army Corps of Engineers, and Missouri Department of Transportation. All permanent and temporary easements and new right-of-way are to be shown on the plans.
- E. Special sheets as required.
- F. Traffic control / temporary signals / detours.
- G. Erosion control.
- H. Pavement Markings
- I. Drainage structure replacement or extension profiles.
- J. Retaining walls / structure plans per AASHTO bridge design criteria. The wall structures will be designed for Seismic Loadings also per AASHTO.
- K. Final cross-sections of the proposed improvements at a scale of 1" = 10' horizontally and vertically at 50 foot intervals.
- L. Provide final plans and technical specifications, including tabulations of bid quantities, that are signed and sealed by a Professional Engineer registered in the State of Missouri.
- M. Submit final PS&E, (Plans, Technical Specifications and Estimates) to Jefferson County for review and approval.
- N. Incorporate final comments from MoDOT and Jefferson County into the plans and specifications.
- O. Utilities: The Consultant shall contact all utilities that may be affected by this project and shall make arrangements as necessary (temporary or permanent), that said utilities will not impede the contractor when he begins the project. This item shall be completed prior to advertising for construction bids.
- P. Discuss with adjoining property owners the locations of any wells or individual waste systems that might affect this project. Show on plans.
- Q. An estimate of construction costs.

- R. Provide an electronic copy of the Final Plans and Specifications to the County.
- S. Make revisions (if any) to the drawings shown on markups provided by the Contractor. Submit reproducible's and a copy of the record drawings to Jefferson County.

V. Construction Engineering Phase

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

ATTACHMENT B



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

Fee Proposal for: East Rock Creek Safety Improvements Approximately 6100 LF
 Old Lemay Ferry Safety Improvements Approximately 3600 L F

Proposal to: **Jefferson County**

	Direct Salary Cost	Fixed Fee	Direct Expenses	Total
Rock Creek				
Preliminary Engineering	\$239,508.79	\$33,531.23	\$10,390.00	\$283,430.02
Construction Engineering	\$8,203.57	\$1,148.50		\$9,352.07
Total	\$247,712.36	\$34,679.73	\$10,390.00	\$292,782.09
Old Lemay Ferry				
Preliminary Engineering	\$184,178.61	\$25,785.00	\$10,325.00	\$220,288.61
Construction Engineering	\$7,443.25	\$1,042.05		\$8,485.30
Total	\$191,621.85	\$26,827.06	\$10,325.00	\$228,773.91
<u>Combined Totals</u>		<u>Fixed Fee</u>		<u>Max Ceiling</u>
Preliminary Engineering		\$59,316.24		\$503,718.63
Construction Engineering		\$2,190.55		\$17,837.37



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Proposal for: **East Rock Creek Safety Improvements Approximately 6100 LF**

Contract Item	GENERAL	PM Prof 6	Sr. Engr. Prof 4	Eng Prof 2	PLS Prof 4	Survey Prof 2	CADD Tech 5	Field Tech 1	Total Hours	Fee
	Meeting w/Utilities/ Jefferson Co.	8							8	\$684.08
I	Programming Phase (RER)									
A-1	Cultural Resources Impact Form		4						4	\$222.12
A-2	COE 404, DNR 401, (as needed)		4						4	\$222.12
A-3	Farmland			2					2	\$83.90
A-4	Endangered Species report,		2	8					10	\$446.66
A-5	Land Disturbance Stormwater Permit		4	16					20	\$893.32
A-6	a to d (just a write up)	4	8						12	\$786.28
	Subtotal Check line	12	22	26					60	\$3,338.48
								60	60	\$3,338.48
II	FIELD SURVEYS AND DATA COLLECTION (Items A to H)									
	Coordination & Review of Survey Work	4			8				12	\$786.28
	Survey Control (Includes Section Tie)						26	26	52	\$1,815.32
	Topographic Survey					80	40	40	160	\$6,148.80
	ROW Survey				120	40		40	200	\$9,298.40
	Staking						16	16	32	\$1,117.12
	Subtotal Check line	4			128	120	82	122	456	\$19,165.92
								456	456	\$19,165.92

Proposal for: **East Rock Creek Safety Improvements Approximately 6100 LF**

		PM	Sr. Engr.	Eng	PLS	Survey	CADD	Field	Total	
V	FINAL DESIGN PHASE (Items A thru R)									
A	Title Sheet						4		4	\$183.60
	Typical Cross Sections		4				8		12	\$589.32
B	Summary of Quantities		8	32			16		56	\$2,521.04
C	Reference Points & Ties		1				8		9	\$422.73
D, O, P	Plan and Profile sheets		64				240		304	\$14,569.92
E	Special sheets		40				40		80	\$4,057.20
F	Traffic Control		16				40		56	\$2,724.48
G	Erosions Contro/ SWPP			8			24		32	\$1,437.20
H	Pavement Markings			4			4		8	\$351.40
I	Drainage Structures profiles			16			16		32	\$1,405.60
J	Retaining Walls		24				32		56	\$2,801.52
K	Cross Sections						32			
	Specifications (Technical Only)	4	4						8	\$564.16
	Cost Estimate	4	4						8	\$564.16
	Subtotal Check line	8	165	60			464			\$33,661.13
								697	665	\$32,192.33

Subtotal (Direct Salary Expenses)									1835	\$86,709.43
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PAYROLL & GENERAL ADMINISTRATION @ 176.22% **\$152,799.36**

Subtotal **\$239,508.79**

Fixed Fee 14.00% **\$33,531.23**

Subtotal **\$273,040.02**

DIRECT EXPENSES

Drilling Rig (four bore holes) \$10,000

Mileage 600 miles at 0.65 \$390

Subtotal **\$10,390.00**

Proposal for: **East Rock Creek Safety Improvements Approximately 6100 LF**

	PM	Sr. Engr.	Eng	PLS	Survey	CADD	Field	Total	
VI CONSTRUCTION ENGINEERING PHASE									
Stake New Right of Way, Set Pins			6				24		\$825.78
Shop Drawing Reviews		16							\$888.48
RFI		16							\$888.48
As-Builts, Recorded Drawings.						8			\$367.20
Subtotal Check line		32	6			8	24		\$2,969.94
							70.0		\$2,969.94

Subtotal (Direct Salary Expenses)									\$2,969.94
PAYROLL & GENERAL ADMINISTRATION @	176.22%								\$5,233.63
Subtotal									\$8,203.57
Fixed Fee		14.00%							\$1,148.50
Total									\$9,352.07



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Fee Proposal for: Old Lemay Ferry Safety Improvements
 Approximately 3600 LF

Proposal to: **Jefferson County**

	Direct Salary Cost	Fixed Fee	Direct Expenses	Total
Preliminary Engineering	\$184,178.61	\$25,785.00	\$10,325.00	\$220,288.61
Construction Engineering	\$7,443.25	\$1,042.05		\$8,485.30
Total	\$191,621.85	\$26,827.06	\$10,325.00	\$228,773.91



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Proposal for: **Old Lemay Ferry Safety Improvements Approximately 3600 LF**

Contract Item	GENERAL	PM Prof 6	Sr. Engr. Prof 4	Eng Prof 2	PLS Prof 4	Survey Prof 2	CADD Tech 5	Field Tech 1	Total Hours	Fee
	Meeting w/Utilities/ Jefferson Co.	8							8	\$684.08
I	Programming Phase (RER)									
A-1	Cultural Resources Impact Form		4						4	\$222.12
A-2	COE 404, DNR 401, (as needed)		4						4	\$222.12
A-3	Farmland			2					2	\$83.90
A-4	Endangered Species report,		2	8					10	\$446.66
A-5	Land Disturbance Stormwater Permit		4	16					20	\$893.32
A-6	a to d (just a write up)	4	8						12	\$786.28
	Subtotal Check line	12	22	26					60	\$3,338.48
								60	60	\$3,338.48
II	FIELD SURVEYS AND DATA COLLECTION (Items A to H)									
	Coordination & Review of Survey Work	4			8				12	\$786.28
	Survey Control (Includes Section Tie)						26	26	52	\$1,815.32
	Topographic Survey					72	40	40	152	\$5,813.20
	ROW Survey				80	32		32	144	\$6,550.24
	Staking						8	8	16	\$558.56
	Subtotal Check line	4			88	104	74	106	376	\$15,523.60
								376	376	\$15,523.60

Proposal for: **Old Lemay Ferry Safety Improvements Approximately 3600 LF**

	PM	Sr. Engr.	Eng	PLS	Survey	CADD	Field	Total		
III PRELIMINARY DESIGN										
	Culvert Hydraulics (Cross Road & Parallel)									
		8	24					32	\$1,451.04	
	Drainage Area & Flow									
		8	24					32	\$1,451.04	
	Culvert verification / modifications									
A	Typical Roadway Section									
		2				8		10	\$478.26	
B-C	Preliminary Plan and profile (items 1 to 8)									
	16							16	\$1,368.16	
	Plan & Profile (8 sheets)									
		20				160		180	\$8,454.60	
	Cross Sections (18 sheets)									
		20				40		60	\$2,946.60	
D	Geotechnical Investigation									
	Site Work & Lab Work									
						16		16	\$734.40	
	Recommendation Memo									
		8						8	\$444.24	
E	Preliminary Estimate									
	8							8	\$684.08	
	Subtotal Check line									
	24	66	48			224		362	\$18,012.42	
								362	362	\$18,012.42
IV RIGHT OF WAY & TCE ACQUISITION										
A	Right of Way Plans (6 Sheets) 32 Tracts									
	4					40		44	\$2,178.04	
B	Plats & Legal Descriptions (32)									
	4	4				32		40	\$2,032.96	
C	Stake Easement & ROW Corner									
						8	8	16	\$558.56	
	Right of Way Acquisition									
	8	4				80	8	100	\$4,769.56	
	Subtotal Check line									
	8	4				80	8	100	\$4,769.56	
								100	100	\$4,769.56

Proposal for: **Old Lemay Ferry Safety Improvements Approximately 3600 LF**

		PM	Sr. Engr.	Eng	PLS	Survey	CADD	Field	Total	
V	FINAL DESIGN PHASE (Items A thru R)									
A	Title Sheet						4		4	\$183.60
	Typical Cross Sections		2				4		6	\$294.66
B	Summary of Quantities		8	32			16		56	\$2,521.04
C	Reference Points & Ties		1				4		5	\$239.13
D, O, P	Plan and Profile sheets		32				160		192	\$9,120.96
E	Special sheets		40				40		80	\$4,057.20
F	Traffic Control		8				40		48	\$2,280.24
G	Erosions Contro/ SWPP			8			16		24	\$1,070.00
H	Pavement Markings			2			4		6	\$267.50
I	Drainage Structures profiles			8			16		24	\$1,070.00
J	Retaining Walls		24				32		56	\$2,801.52
K	Cross Sections						24			
	Specifications (Technical Only)	4	4						8	\$564.16
	Cost Estimate	4	4						8	\$564.16
	Subtotal Check line	8	123	50			360			\$26,135.77
								541	517	\$25,034.17

Subtotal (Direct Salary Expenses)									1415	\$66,678.23
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PAYROLL & GENERAL ADMINISTRATION @ 176.22% **\$117,500.38**

Subtotal **\$184,178.61**

Fixed Fee 14.00% **\$25,785.00**

Subtotal **\$209,963.61**

DIRECT EXPENSES

Drilling Rig (four bore holes)		\$10,000	
Mileage 500 miles at 0.65		\$325	
Subtotal		\$10,325	\$10,325.00

Proposal for: **Old Lemay Ferry Safety Improvements Approximately 3600 LF**

	PM	Sr. Engr.	Eng	PLS	Survey	CADD	Field	Total	
VI CONSTRUCTION ENGINEERING PHASE									
Stake New Right of Way, Set Pins			4				16		\$550.52
Shop Drawing Reviews		16							\$888.48
RFI		16							\$888.48
As-Builts, Recorded Drawings.						8			\$367.20
Subtotal Check line		32	4			8	16		\$2,694.68
							60.0		\$2,694.68

Subtotal (Direct Salary Expenses)									\$2,694.68
PAYROLL & GENERAL ADMINISTRATION @	176.22%								\$4,748.57
Subtotal									\$7,443.25
Fixed Fee		14.00%							\$1,042.05
Total									\$8,485.30

Standard Rates

ABNA 2024

Fee Proposal for:

**East Rock Creek Safety
Improvements
Approximately 6100 LF**

Proposal to: MoDOT		Hourly Labor Rate *	MoDOT Home Office Rate 176.22%	Check
Labor Category	Abbrev			
<u>PROFESSIONAL ENGINEER</u>				
Professional 1	Prof 1	\$ 33.21	\$ 58.52	\$ 104.76
Professional 2	Prof 2	\$ 41.95	\$ 73.92	\$ 132.33
Professional 3	Prof 3	\$ 44.46	\$ 78.35	\$ 140.25
Professional 4	Prof 4	\$ 55.53	\$ 97.85	\$ 175.17
Professional 5	Prof 5	\$ 69.47	\$ 122.42	\$ 219.14
Professional 6	Prof 6	\$ 85.51	\$ 150.69	\$ 269.74
<u>CADD DESIGNERS & SURVEY TECHNICIANS</u>				
Technician 1	Tech 1	\$ 23.92	\$ 42.15	\$ 75.46
Technician 2	Tech 2	\$ 30.89	\$ 54.43	\$ 97.44
Technician 3	Tech 3	\$ 36.43	\$ 64.20	\$ 114.92
Technician 4	Tech 4	\$ 42.94	\$ 75.67	\$ 135.45
Technician 5	Tech 5	\$ 45.90	\$ 80.88	\$ 144.79

* Average Rate per Classification

ATTACHMENT C



Missouri Department of Transportation
Patrick K. McKenna, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102
1.888.ASK MODOT (275.6636)

December 29, 2023

David Diestelkamp
ABNA Engineering, Inc.
4140 Lindell Blvd.
St. Louis, MO 63108

Dear Mr. Diestelkamp:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. ABNA Engineering, Inc. will be added to the Consultant Prequalification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT– select Consultant Resources – 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	176.22%
Facilities Capital Cost of Money Rate	.93%

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

ATTACHMENT D

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

INSTRUCTIONS FOR CERTIFICATION

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

ATTACHMENT E

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

INSTRUCTIONS FOR CERTIFICATION

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