

RESOLUTION NO. 04 25 2024B

A RESOLUTION AUTHORIZING AN AGREEMENT WITH OATES ASSOCIATES, INC., PROVIDING FOR ENGINEERING DESIGN SERVICES RELATED TO THE TOM GINNEVER AVE. & N. COOL SPRINGS INTERSECTION IMPROVEMENTS PROJECT, IN AN AMOUNT NOT TO EXCEED \$150,527.87.

WHEREAS, the City of O'Fallon has received external funding to complete the Tom Ginnever Ave. & N. Cool Springs Intersection Improvements project with funds allocated for design services; and

WHEREAS, the City has designated and approved funds for design in the 2024 budget; and

WHEREAS, City Staff recommends utilizing Oates Associates, Inc., for this project to provide said design services; and

WHEREAS, City Staff has negotiated a scope of work and cost for design services with Oates Associates, Inc.; and

WHEREAS, City Staff recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council approves on behalf of the City an agreement with Oates Associates, Inc. for engineering design services related to Tom Ginnever Ave. & N. Cool Springs Intersection Improvements project at a cost not to exceed \$150,527.87, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 25TH DAY OF APRIL 2024.

Attest:


Bess Bacher, City Clerk




Presiding Officer

RESOLUTION NO. 04 25 2024B

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 25TH DAY OF APRIL 2024.

Attest:


Bess Bacher, City Clerk




Bill Hennessy, Mayor

Approved as to Form:


Kevin M. O'Keefe, City Attorney

EXHIBIT A

SPONSOR: City of O'Fallon

LOCATION: TOM GINNEVER AVE AND N COOL SPRINGS INTERSECTION

PROJECT: CMAQ – 7302(703)

THIS CONTRACT is between **CITY OF O'FALLON**, Missouri, hereinafter referred to as the "Local Agency", and **OATES ASSOCIATES, INC.**, 720 Olive Suite 700, St. Louis, MO 63101 hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its congestion mitigation and air quality (CMAQ) program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a roundabout at the intersection of Tom Ginnever Ave and N Cool Springs Rd, currently a three-way stop-controlled intersection, to address traffic flow issues and improve emissions. The proposed roundabout will also include pedestrian improvements including high visibility crosswalks. The sidewalk on the south side of Tom Ginnever Ave adjacent to the roundabout within the project limits would be increased to a 10' wide shared use path. The sidewalk on the north side will be reconfigured as necessary to accommodate a crosswalk connecting the proposed 10' shared use path on the south side of Tom Ginnever Ave. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

“See Attachment A” here under this article.

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 12% 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, 12% 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 AND MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
EFK Moen, LLC 13523 Barrett Parkway Drive Suite 250 St. Louis, MO 63021	Survey/ ROW/ Lighting	\$39,789.28	\$39,789.28	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. PS&E Approval by MODOT shall be completed on February 28th, 2026.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

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

ARTICLE VI – STANDARDS

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

ARTICLE VII - COMPENSATION

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

- A. For 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 **\$13,587.78** with a ceiling established for said design services in the amount of **\$150,527.87** which amount shall not be exceeded.
- B. For construction inspection services, shall be performed by the local agency.
- 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 calculated at 65.68% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 89.00% 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** – Total Compensation is not to exceed a total of \$150,527.87. 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. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-Consultant Name	Address	Services
EFK Moen, LLC	13523 Barrett Parkway Drive Suite 250 St. Louis, MO 63021	Survey / ROW / Lighting

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 but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23

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

ARTICLE XIX – LOBBY CERTIFICATION

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

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and 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.
 - 5. Umbrella Excess Liability: The Engineer should provide an umbrell excess liability policy that will provide a minimum of \$2,000,000 per occurrence/\$2,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This

policy should “follow-form” of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/\$3,000,000 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.
- F. Subconsultants: The Engineer shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Consultant shall provide to Owner Copies of certificates evidencing coverage for each Subcontractor. Subcontractor’s commercial general liability and business automobile liability insurance shall name Owner and Consultant as additional insured’s and have the Waiver of Subrogation endorsement added.

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

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 12th day of APRIL, 2024.

Executed by the City this 25 day of April, 2024.

FOR: O'FALLON; CITY, MISSOURI

BY: [Signature]
Michael Snowden, City Administrator



ATTEST: [Signature]
Bess Bacher, City Clerk

FOR: OATES ASSOCIATES, INC.

BY: [Signature]
Chief Executive Officer

ATTEST: [Signature]

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



[Signature]
CITY FINANCE DIRECTOR

ATTEST: [Signature]
CITY CLERK - O'Fallon

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

Scope of Engineering Services

Engineering services are requested for the preparation of contract plans, specifications, and estimates (PS&E) for proposed improvements to the intersection of Tom Ginnever Avenue and North Cool Springs Road. The proposed improvements include a new roundabout, curb / curb & gutter, storm sewer modifications, and other miscellaneous work as required to complete the project in accordance with MoDOT LPA and City of O'Fallon standards. Estimated hours and assumptions have been developed following the outlined scope below.

1. Field Surveys / ROW Documents

EFK Moen will provide all field surveys and Right of Way (ROW) acquisition documents, including establishing the existing topographic features, existing ROW, and property lines. It is assumed that easements will be acquired from 5 parcels. See attached proposal from EFK Moen for a breakdown of tasks and hours.

Survey quality aerial photogrammetry will be provided by Oates Associates to assist with plan development and public coordination.

Not included in this scope:

- Stake out of proposed improvements

2. Project Development

This task will include environmental coordination, public outreach efforts, and monthly project status updates. It is assumed that this project will be processed as a programmatic categorical exclusion. Included in this scope are:

- Complete the Request for Environmental Review (RER) online submittal through MoDOT's LPA website
- Complete coordination for Section 106 clearance
- Complete coordination for Threatened and Endangered Species clearance
- Prepare and deliver monthly status reports

One open house style public meeting is anticipated. Time is included for one aerial exhibit and one representative from Oates Associates to attend.

3. Utility Coordination

There are several utilities located along the roadway that will likely be impacted by the proposed improvements. Efforts will be made to design around potential conflicts with existing utilities, but several relocations are anticipated. Included in this scope are:

- Obtain facility maps for existing utilities within the project limits for each utility
- Send conceptual plans to utility companies
- Identify potential conflicts with proposed design layout

- Evaluate conflicts for design alternatives
- Provide updated plans at project milestones for distribution to the utility companies
- Attend utility coordination meeting (assume one meeting)

4. Preliminary Plans (50% Plans)

The Preliminary Plan Phase will include gathering all available information relating to the project, the initial scoping meeting with the City, and a site visit. The preliminary roadway and roundabout layout will be developed and design features of the roundabout will be analyzed to ensure proper operation. Preliminary cross-sections will be cut to determine project limits. Initial utility and environmental coordination will begin. Preliminary plans will be approximately 50% complete. Included in this scope are:

- Establish the design criteria
- Develop existing and proposed typical sections
- Develop preliminary roundabout layout and geometrics
- Layout preliminary pavement, roundabout, splitter islands, curb / curb and gutter, tapers, transitions, entrances, curb ramps, and shared-use path
- Develop preliminary plan and profile with ROW and utility conflicts identified
- Perform analysis of roundabout features
 - Fastest path / speed
 - Turning movements for design vehicle (using AutoTURN)
 - Sight distance
- Evaluate existing and proposed drainage conditions
- Perform drainage calculations to evaluate existing system capacity
- Begin work on specialty plan sheets
- Preliminary cross-sections (50' spacing (typ.)) to determine construction limits and impacts
- Review grading requirements and impacts around the roundabout
- Initiate utility coordination
- Initiate environmental coordination
- Complete field check and topo of proposed improvements
- Provide preliminary estimate of cost
- Review meeting with City staff to discuss plan and impacts
- Preliminary submittal to City and MoDOT

Deliverables for this phase include:

- Title Sheet
- Typical Section Sheet(s) – existing and proposed
- Alignment Sheet(s) – Alignment, Coordinate Points, 3-point ties
- Plan and Profile Sheets(s)
- Cross-Section Sheets

5. Final Plans

This phase includes two submittals- one complete pre-final (95%) submittal of all documents for review and comment, and one final (100%) submittal of all documents for construction (PS&E). All City and MoDOT review comments will be incorporated, along with any ROW commitments. Included in this scope are:

- Refine plans from preliminary phase comments
- Calculate final quantities and create schedules
- Create construction details / sheets
- Complete field check of proposed improvements
- Pre-final plan (95%) submittal to City and MoDOT
- Review meeting with City staff
- Address City / MoDOT pre-final review comments
- Develop contract documents
- Final PS&E (100%) submittal to City and MoDOT

Deliverables for this phase include:

- Title Sheet
- Typical Section Sheet(s) – existing and proposed
- Quantity Sheets
 - Summary of Quantities
 - Schedules / B Sheets
- Alignment Sheet(s) – Alignment, Coordinate Points, 3-point ties
- Plan and Profile Sheet(s)
- Construction Detail Sheets
 - Roundabout warping details
 - Roundabout jointing details
 - ADA ramp details
 - Entrance details
 - Drainage structure details
 - Miscellaneous details
- Specialty plan sheets – on separate plan sheets
 - Traffic Control Plans
 - Erosion Control Plans
 - Lighting Plans (EFK Moen)
 - Pavement Marking Plans
 - Signing Plans
- Cross-Section Sheets
- Contract Documents
 - Job Special Provisions
 - ROW Commitments
 - MoDOT LPA Checklist
 - Workday Study
 - Engineers Opinion of Probable Construction Cost

6. Right of Way

It is anticipated that the project will require property acquisitions from 5 parcels. EFK Moen will establish the existing ROW and prepare acquisition exhibits and legal descriptions. Oates Associates will prepare ROW plans for submittal to MoDOT. Included in this scope are:

Oates Associates:

- Establish proposed ROW / easement lines
- Coordinate ROW needs with EFK Moen
- Prepare detailed ROW plans

EFK Moen:

- Establish existing ROW, easements, and property lines that adjoin the project
- Prepare parcel exhibits and legals for an estimated 5 parcels

It is assumed that the City will complete the ROW acquisition process. No formal ROW or property corner staking is included in this scope of work.

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE	Hours	Rate (Salary Only)	Cost
<i>Field Surveys / ROW Documents</i>			
Professional II	6	\$51.17	\$307.02
Junior Professional II	6	\$39.61	\$237.66
Technician II	12	\$42.95	\$515.40
 <i>Project Development</i>			
Sr. Professional I	3	\$78.67	\$236.01
Professional II	25	\$51.17	\$1,279.25
Junior Professional II	20	\$39.61	\$792.20
 <i>Utility Coordination</i>			
Sr. Professional I	8	\$78.67	\$629.36
Professional II	36	\$51.17	\$1,842.12
Junior Professional II	4	\$39.61	\$158.44
 <i>Preliminary Plans</i>			
Sr. Professional I	39	\$78.67	\$3,068.13
Professional II	154	\$51.17	\$7,880.18
Junior Professional II	122	\$39.61	\$4,832.42
 <i>Final Plans</i>			
Sr. Professional I	50	\$78.67	\$3,933.50
Professional II	109	\$51.17	\$5,577.53
Junior Professional II	126	\$39.61	\$4,990.86
 <i>Right of Way</i>			
Sr. Professional I	3	\$78.67	\$236.01
Professional II	11	\$51.17	\$562.87
Junior Professional II	26	\$39.61	\$1,029.86
SUBTOTAL	760		\$38,108.82
<i>Payroll Overhead (Est. at 65.68% X SUBTOTAL))</i>		65.68%	\$25,029.87
<i>General and Admin. Overhead (Est. at 89.00% X SUBTOTAL))</i>		89.00%	\$33,916.85
<i>Facilities Capital Cost of Money (Est. at 0.25% X SUBTOTAL))</i>		0.25%	\$95.27
TOTAL LABOR & OVERHEAD			\$97,150.81
<i>Fixed Fee(14% X TOTAL LABOR & OVERHEAD)</i>		14.00%	\$13,587.78
TOTAL LABOR, OVERHEAD & FIXED FEE			\$110,738.59

Other Direct Costs

Travel, ___ trips @ ___ miles X ___ IRS Rate

Printing / Copies / Title Commitments

\$0.00

*Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))*

Survey, ROW, Lighting ****EFK Moen, LLC**

\$39,789.28

SUBTOTAL DIRECT COSTS

\$39,789.28

TOTAL FOR DESIGN PHASE

\$150,527.87



Project Name: **Tom Ginnever Ave. - Cool Springs Intersection Improvements**
 Location: **St. Charles County, Missouri**
 Owner: **City of O'fallon, Missouri**
 Date: **March 29, 2024**

Professional Surveying Services	Hours	Cost	
Survey Hours	241	\$	8,792.00
<hr/>			
Total Survey Hours	241	\$	8,792.00
	Overhead	151.220%	\$ 13,295.26
		Subtotal	\$ 22,087.26
	Fixed Fee	14.00%	\$ 3,092.22
		Subtotal	\$ 25,179.48
	FCCM	0.28%	\$ 24.62
		Subtotal	\$ 25,204.10
Other Direct Costs			
Mileage: 8 roundtrips of 54 miles at \$0.67 per mile		\$	289.44
Court House Research		\$	50.00
Title Commitments (Easement Searches) 5@\$600.00		\$	3,000.00
		Subtotal	\$ 3,339.44
CONTRACT CEILING		\$	28,543.54

EFK•Moen, LLC

Tom Ginnever Ave. - Cool Springs Intersection Improvements
 St. Charles County, Missouri
 City of O'fallon, Missouri

Survey

Task Description	Project Manager/ PLS	Senior Survey Crew Chief	Intermediate Instrument Operator	Survey Technician	Total Hours	Total Cost
	\$ 56.18	\$ 42.99	\$ 27.82	\$ 36.26		
Property Research				4	4	\$ 145.04
Utility Research				4	4	\$ 145.04
Establish Horizontal and Vertical Control w/three point ties (approximately 4 points)		6	6		12	\$ 424.86
Topographic Survey along Tom Ginnever Ave from Green Park Ln. to 500 feet East of N.Cool Springs Rd.(1,200 lf +/-)		32	32		64	\$ 2,265.92
Right of Way/Property Survey		24	24		48	\$ 1,699.44
Mapping and Drafting				40	40	\$ 1,450.40
Resolve Right of Way/Property Survey				24	24	\$ 870.24
Easement/Right-of-Way Descriptions (5 properties)				7	7	\$ 253.82
Easement/Right-of-Way Exhibits (5 properties)				30	30	\$ 1,087.80
QA/QC	8				8	\$ 449.44
Total Hours	8	62	62	109	241	
Total Cost	\$ 449.44	\$ 2,665.38	\$ 1,724.84	\$ 3,952.34		\$ 8,792.00

Tom Ginnever Ave and N. Cool Springs Intersection

**Owner: City of O'Fallon
 Client: Oates & Associates
 CMAQ-7302 (703)**

	Design Hours		Cost
Prelim Lighting Design	0	\$	-
Final Lighting Design	69	\$	3,980.01
<hr/>			
Total Design Hours	69		\$3,980.01
	Overhead	151.22%	\$6,018.57
		SUBTOTAL	\$9,998.59
	Fixed Fee	12%	\$1,199.83
		SUBTOTAL	\$11,198.42
	FCCM	0.28%	\$11.14
		SUBTOTAL	\$11,209.56

Direct Costs

Mileage: 1 roundtrip of 54 miles at \$0.67/mile **\$36.18**

CONTRACT CEILING \$11,245.74

EFK Moen, LLC Design Hours

Tom Ginnever Ave and N. Cool Springs Intersection

Final Lighting Design

Owner: City of O'Fallon
Client: Oates & Associates

Task Description	Design-hours						Total Hours	Total Cost
	Transportation Manager	Project Manager	Senior Project Engineer	Intermediate Project Engineer	Senior Design Technician	Admin./ Clerical		
	\$98.80	\$79.66	\$61.65	\$48.47	\$45.52	\$37.15		
Admin								
Progress Reports and Invoices		2				2	4	\$ 233.63
Team Meetings (maximum 2 1-hr virtual meetings)		2	2				4	\$ 282.63
Final Lighting Design								
Finalize Lighting layout		2	10				12	\$ 775.84
Create Lighting plan sheets		1	4		16		21	\$ 1,054.66
Summary Lighting Quantities			16		4		20	\$ 1,168.52
Lighting JSPs							0	\$ -
Provide unit costs							0	\$ -
QA/QC		2					2	\$ 159.33
Revisions based on Oates and City Comments			2		4		6	\$ 305.40
Total Design-hours	-	9	34	-	24	2	69	
Hourly Salary	\$98.80	\$79.66	\$61.65	\$48.47	\$45.52	\$37.15		
Total Cost	\$ -	\$ 716.98	\$ 2,096.14	\$ -	\$1,092.59	\$ 74.31		\$ 3,980.01

ATTACHMENT C

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 D

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/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 E
Disadvantage Business Enterprise Contract Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name (Consultant): Oates Associates, Inc.

Project Owner (LPA): City of O'Fallon, Missouri

Project Name: Tom Ginnever Ave and N Cool Springs Intersection

Project Number: CMAQ - 7302 (703)

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: Jeffrey R. Rensing

Signature: _____

Signature: 

Date: _____

Date: April 11, 2024