

# RESOLUTION NO. 08 22 2024G

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTUITION & LOGIC ENGINEERING PROVIDING FOR ENGINEERING DESIGN SERVICES RELATED TO THE DARDENNE GREENWAY: SPORTS PARK TO BLUEBIRD MEADOW PARK PROJECT, IN AN AMOUNT NOT TO EXCEED \$595,728.72.**

**WHEREAS**, the City of O'Fallon has received external funding to complete the Dardenne Greenway: Sports Park to Bluebird Meadow Park project with funds allocated for design services; and

**WHEREAS**, City staff has selected and negotiated scope and fee with Intuition & Logic Engineering for this project to provide said design services; and

**WHEREAS**, A Mid-year Budget Amendment will be created to allocate funds for these services in fiscal year 2024; 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 Intuition & Logic Engineering for engineering design services at a cost not to exceed \$595,728.72, 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 22<sup>ND</sup> DAY OF AUGUST, 2024.**

Attest:

  
Bess Bacher, City Clerk

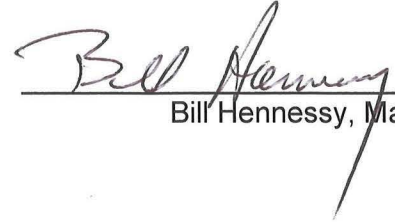


  
Presiding Officer

# RESOLUTION NO. 08 22 2024G

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 22<sup>ND</sup> DAY OF AUGUST, 2024.



  
\_\_\_\_\_  
Bill Hennessy, Mayor

Attest:

  
\_\_\_\_\_  
Bess Bacher, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Kevin M. O'Keefe, City Attorney

**SPONSOR: City of O'Fallon**

**LOCATION: DARDENNE GREENWAY: SPORTS PARK TO BLUEBIRD MEADOW PARK**

**PROJECT: TAP-5401(724)**

*THIS CONTRACT* is between **CITY OF O'FALLON**, Missouri, hereinafter referred to as the "Local Agency", and **INTUITION & LOGIC ENGINEERING, INC.**, 16253 Swingley Ridge Rd Ste 100, Chesterfield, MO 63017 hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its transportation alternatives program (TAP), coordinated through the Missouri Department of Transportation, the Local Agency intends to provide trail connectivity through a 1.1 mile portion of the Dardenne Greenway from Sports Park/Route K to Bluebird Meadow Park. The project includes a new minimum 12' wide shared use path and upgrading the existing 8' wide path in Sports Park to 12' wide. Amenities include bike repair kiosk, landscaping, and signage to create an inviting trailhead in Sports Park. The project includes two new pedestrian bridges and replacement of the O'Fallon Sports Park Drive vehicular bridge. A study of the feasibility of using Highway K for an on-road segment of trail will be performed. 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 0% of the total Agreement dollar value. No federal funds in the design of the project, so no DBE is required.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% 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

**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 December 2025.
- 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 **\$23,288.53** with a ceiling established for said design services in the amount of **\$595,728.72** 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 **33.9%** 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 **119.3%** 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 \$595,728.72. 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 prorated 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:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Trekk Design Group	17 Cassens Court Fenton, MO 63026	Traffic Engineering Structural Engineering
Planning Design Studio	2816 Sutton Blvd, Suite 1 Maplewood, MO 63143	Landscape Architecture
UES	11816 Lackland Rd., Suite 150 St. Louis, MO 63146	Geotechnical Engineering
Bax Engineering Company	221 Point West Blvd. St. Charles, MO 63301	Survey, Title Reports, Easements

#### **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 umbrella 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

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Executed by the Engineer this 12 day of August, 2024.

Executed by the City this 22 day of August, 2024.

**FOR: O'FALLON; CITY, MISSOURI**

BY: [Signature]  
Michael Snowden, City Administrator



ATTEST: [Signature]  
Bess Bacher, City Clerk

**FOR: INTUITION & LOGIC**

BY: [Signature] PRINCIPAL  
Title

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

## ATTACHMENT A

### Scope of Services

#### City of O'Fallon

#### 24-010 Sports Park Greenway Improvements, TAP-5401(724) TIP#7335-26

#### Scope of Services

The purpose of the following scope of services is to perform professional services for the Sports Park Greenway Project. This project includes a 12' wide trail, Pedestrian/Vehicular Bridges, Traffic Impact Study, Creek Bank Stabilization, Stormwater/Drainage Improvements, Lighting, Utility Coordination/Relocation, Landscape Architecture, and Graphic Designs to extend the greenway from Bluebird Meadow Park to the O'Fallon Sports Park and up to Highway K designed per the Missouri Department of Transportation's (MoDOT) Local Public (LPA) Agency policy. New trail is approximately 1.1 miles consisting of new corridor and along existing facilities. Extending the trail below Highway K along Schote Creek, routing onto Highway K, and stubbing out on the north side of Dardenne Creek will be a future phase. It is not included in the current TAP application.

- 1.0 Kickoff Meeting  
I&L will coordinate and host a project kickoff meeting with the City and key stakeholders (GRG, St. Charles County Parks, and MoDOT, as needed). The intent of the meeting is to establish points of contact, review procedures, and identify critical information needs for permitting and agency approvals.
- 2.0 Monthly Meeting  
I&L will coordinate and host a virtual monthly project meeting with the City and key stakeholders (GRG, St. Charles County Parks, and MoDOT). The intent of the meeting is to review progress and discuss any identified issues. Send relevant updates to the City of Dardenne Prairie and Cottleville for work within those municipalities.
- 3.0 Conceptual (30%) Design  
I&L will evaluate the practical approaches to design of the new trail and provide exhibits of the concept trail alignment as follows:
  - 3.1 Establish design criteria.
  - 3.2 GIS Data  
I&L will coordinate with the City, County, and other readily available sources to obtain current GIS data including contours, aerial photography, utility data, property lines and more.
  - 3.3 Trail Conceptual Design  
I&L will coordinate with the City to develop initial trail alignment based on GIS and field data. City Parks department has provided feedback on the trail location in the park, minimal to no alternatives are anticipated. Options and alternatives will be developed for routing the trail along the Pheasant Run Golf Course. Options may include: realigning the green, re-routing the cart path north of the green, or protective fencing/high arch.
  - 3.4 Develop Conceptual Design Exhibit  
I&L will develop and submit schematic design exhibit(s) to City/Agencies for review and approval.

- 3.5 Stake Alignment – NOT USED
- 3.6 USACE Pre-Permit Meeting
 

I&L will meet with the USACE to walk the alignment, discuss potential permit concerns, and discuss permit submittal items. Review and discuss forested wetland areas to determine if a delineation is needed. Review and discuss need for an Archaeological survey. Review and discuss if Eagle nesting restrictions would apply. Prepare meeting notes and provide to City.
- 3.7 Final Exhibit Design
 

I&L will meet with the City to review the alignment options considering property owner and City Parks input and determine the final alignment. I&L will be available to the City and as needed after the meeting to provide input into internal discussions as needed.
- 3.8 Conceptual Design and Coordination Summary Memorandum
 

I&L will prepare a summary memorandum of the conceptual design and agency coordination efforts including exhibits, meeting notes and correspondence. The memo will be in PDF format and submitted to the City via email for review and comment.
- 3.9 Quantity Takeoff and Cost Estimate – NOT USED FOR CONCEPTUAL DESIGN
- 3.10 Quality Control Check
 

The project Quality Control Manager (QCM), a senior design engineer, will review the exhibit(s) and memorandum to check for practicality and that design protocols were followed in developing and documenting the design.
- 3.11 Conceptual Plan Submittal
 

I&L will prepare and submit the trail exhibits, design memorandum, quantity takeoff and cost estimate. These will be submitted electronically in pdf. The pdfs and original format files (CAD, Word, GIS, Excel) will be posted to the project One Drive for file sharing.
- 3.12 Conceptual Review Meeting - Virtual
 

I&L will meet virtually with the City, GRG, and MoDOT to review the conceptual design. I&L will be available as needed to provide input into internal discussions during the 15 day review and comment period.
  
- 4.0 Public Involvement
 

GRG will be the lead for public engagement. GRG will prepare a project website, online surveys, pop up events, and an open house. The design team will support outreach efforts by preparing exhibits, providing project updates, and attendance at a public meeting.

  - 4.1 Exhibits
 

I&L will provide trail alignment exhibits using available GIS data. Additional exhibits will include potential amenities and signage. The design team will coordinate with the City and GRG for options and elements to show. Amenities are anticipated to be standard elements such as bike repair stations located at the Nodes. Exhibits may also include signage options developed for the project. Refer to the Signage project scope section.

    - 4.1.1 Overview exhibit for regional context
    - 4.1.2 Trail alignment exhibits – anticipating 4 to illustrate the trail alignment
    - 4.1.3 Node, Amenity, and Signage exhibit
  - 4.2 Project Updates
 

I&L will prepare project update text for use by GRG to post to the project website. These are anticipated to follow the major project submittals (Conceptual, ROW, Final PS&E). Additional update text may be generated from the monthly status update meetings.
  - 4.3 Public Meeting
 

After coordination with the City and GRG, I&L will prepare two (2) full size color exhibits along with providing a PDF of said exhibit for public meeting and attend one public meeting.

5.0 Traffic Impact Study

The design team will perform a geometric analysis of the potential Highway K on road reconfiguration. The team will coordinate the analysis with MoDOT and St. Charles County Planning and Zoning for review and comment. If deemed necessary by MoDOT or St. Charles County Planning and Zoning, a traffic impact study will be performed.

5.1 Geometric Analysis

5.2 Coordination with review agencies

The design team will meet with review agencies in person or virtually to discuss the geometric analysis and obtain feedback. The geometric analysis will be revised based on the feedback.

5.3 Design Memo

A design memorandum will be prepared for the City's use with future TAP funding outlining the approach, feedback, and any requirements the agencies may have for an on road trail segment on Highway K over Dardenne Creek.

5.4 Traffic Impact Study

After coordination with the review agencies, if needed, a traffic impact study will be performed.

6.0 Request for Environmental Review and Cultural Requirements

I&L will start the request for environmental review and cultural requirements based on the approved schematic design. It is anticipated that the project will be processed as a Programmatic Categorical Exclusion.

6.1 Request for Environmental Review (MODOT RER)

I&L will set up the project on the LPA website and complete the RER online submittal through the MoDOT LPA website. I&L will coordinate each component of the RER.

6.2 Archeological Survey

If required to support the RER or USACE permitting efforts, an archeological survey will be performed along the preferred trail alignment. Modification of the trail alignment may occur based on the results of the exploration.

6.3 SHPO 106

I&L will prepare the Section 106 permit and submit to the State Historic Preservation Office (SHPO).

7.0 Surveying

Surveying will occur after the Conceptual Study and verification of the preferred alignment. Provide boundary and topographic surveying sufficient to produce final plans and easement documents.



7.1 Highway K Bridge Deck  
Provide normal and customary topographic survey of the existing bridge deck. Locate existing lane striping. Locate edge of barrier and overall width. Locate existing drive aprons. Combine with existing survey data on hand and deliver in one combined survey file.

7.2 Boundary Data  
Provide boundary data sufficient to produce easement documents based on City and County records. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information and meets and bounds data.

7.3 Topographic Survey  
Provide normal and customary topographic surveying of project corridor sufficient to produce 1' contours.

7.3.1 Research and collect location of existing utilities that are within the project.

7.3.2 Collect topographic features to provide normal and customary topographic surveying sufficient to produce 1' contours. Topographic survey shall include all trees and bushes in non-wooded areas and in wooded areas all trees six (6) inches in diameter and larger shall be surveyed. Tree types for existing trees 18" and larger shall be coordinated with City arborist and shown on the plans.

Topographic surveying limits are indicated in the Survey Exhibit. Thalweg survey is indicated by the blue line. Red hatched areas indicate channel bed and bank survey limits. Trail corridor survey a 50 ft wide corridor in open areas and 50 ft wide in wooded areas, location is identified by the orange line in the exhibit.

7.3.3 Prepare an electronic base map of all existing information. Combine with existing survey data on hand and deliver in one combined survey file.

7.4 Horizontal and Vertical Control



Highway K Exhibit

Establish survey control using existing available reference control monuments and place site control points and benchmarks with reference ties for use during construction.



Topographic Survey Exhibit

#### 7.5 Title Reports

I&L will obtain title reports for properties where easements are anticipated. Easements are not needed on City of O'Fallon owned parcels. Parcels needing title reports are indicated with yellow stars in the exhibit.



Parcel Exhibit

## 8.0 Geotechnical

Geotechnical exploration will occur after the Conceptual Study and verification of the preferred alignment.

Geotechnical data is necessary for creek bank slope stability design, bridge abutment design, and other situations where soil stability may affect design. Four boring locations are anticipated to support the design of bridge abutments and bank stabilization by the bridges.



Geotechnical Exhibit

### 8.1 Geotechnical Exploration

The Geotechnical engineer will obtain soil samples in the field. The final number and location of geotechnical borings will be determined on site by the geotechnical engineer. Care will be taken to minimize damage to property during the geotechnical exploration. Any damage will be restored to the pre-exploration condition by the geotechnical engineer. Boring holes will be backfilled with cutting, clay, plugs and/or other material as determined by the geotechnical engineer. Boring locations will be illustrated in the geotechnical report.

### 8.2 Laboratory Testing and Report

The soil samples will be laboratory tested for the appropriate soil parameters to support the final design. Laboratory Tests results and implications will be summarized in the geotechnical report.

### 8.3 Global Stability

The geotechnical engineer will perform global stability analysis in support of the bank stabilization and bridge abutment designs.

### 8.4 Potholing Utilities

If required to support the design, at potential utility conflict locations, pothole the existing utilities to verify location and determine the cover depth.

### 8.5 Wetland Delineation

If required by USACE to support permitting, perform a wetland delineation along the trail corridor. Limits and condition of the wetland will be documented and summarized in the report. Modification of the trail alignment may occur based on the results of the exploration.

### 8.6 Geotechnical Report

- 8.7 The geotechnical engineer will evaluate the soils for retaining wall and foundation suitability, as appropriate for the design, and make design recommendations for proposed improvements as needed to support the final design. The results and geotechnical engineer's recommendations will be summarized in the geotechnical report.
- 9.0 Preliminary Design  
Preliminary design and plan preparation (approximately 50% complete) of trail will evaluate practical approaches as follows:
- 9.1 Trail Preliminary Design  
I&L will develop a preliminary design to include horizontal and vertical profiles, typical sections, curb ramp design, cross walks that consider striping, and/or beacons per St. Charles County ADA checklist and standard drawings, construction access and working room, structures such as retaining walls, pedestrian and vehicle bridges, abutment design, path signage, identify right of way and potential utility conflicts, HEC-RAS modeling for flood study, and stormwater/drainage improvements including water quality to meet MoDOT and/or City/County standards.
- 9.2 Preliminary Plans  
Plans will be produced in AutoCAD Civil 3D to illustrate the design and develop quantities. The plans will include Cover, Notes, Summary of Quantities/B Sheets, Typical Sections, Location and Easements, Plan and Profile, Specialty Plan Sheets, Details, and Cross Sections.
- 9.3 Quantity Takeoff and Cost Estimate  
The design team will update the conceptual quantity takeoff and cost estimate based on the refined planset. Cost estimates to be developed using current MoDOT items for highway construction in conjunction with published MoDOT unit bid prices.
- 9.4 Trail Alignment and Easement Staking – NOT USED
- 9.5 Utility Submittal and Coordination – NOT USED; CITY TO PREFORM
- 9.6 St. Charles County Submittal and Coordination  
I&L will submit preliminary plans to St. Charles County for their review. Plans will include pedestrian crossing locations, geometry, striping and possible solar powered crossing beacons. Traffic signals requiring utility connections, control panels and phasing are not included in this scope of services. I&L will coordinate directly with the County to address their comments regarding road crossing(s).
- 9.7 MoDOT Submittal and Coordination  
I&L will submit preliminary plans to MoDOT for their review. I&L will coordinate directly with MoDOT to address their comments.
- 9.8 Municipal Initial Submittal and Coordination  
I&L will submit preliminary plans to municipalities for their review. I&L will coordinate directly with each municipality having jurisdiction to address their comments.
- 9.9 Permitting  
I&L will prepare and submit permit applications including St. Charles County, Municipal Permits (Floodplain Development Permit, No Rise Certification, Building Permits), USACE 404/401, and coordinate with the permitting agencies.  
City will prepare and submit the Land Disturbance Permit
- 9.10 Color Exhibit Update  
I&L will update the full size color exhibit with the proposed changes for the trail and provide to the City as a PDF.
- 9.11 Quality Control Check

The project Quality Control Manager (QCM), a senior design engineer, will review the plans, calculations, and cost estimate to check for practicality and that design protocols were followed in developing and documenting the design.

9.12 Preliminary Plan Submittal

I&L will prepare and submit the Preliminary plans, calculations, quantity takeoff and cost estimate. These will be submitted electronically in pdf. The pdfs and original format files (CAD, Word, GIS, Excel) will be posted to the project One Drive for file sharing.

9.13 Preliminary Design Meeting - Virtual

I&L will meet virtually with the City, GRG, and MoDOT to review the preliminary design. I&L will be available as needed to provide input into internal discussions during the 15 day review and comment period.

10.0 Right of Way Plans (75% Design)

I&L will revise the preliminary design and planset based on feedback from the Preliminary Design Review, utility, and permitting submittals. The revised plans will be used to complete permitting coordination. Afterwards, I&L will develop land rights exhibits and easement documents and then support the City until right-of-way clearances have been obtained and/or all necessary arrangements have been made.

10.1 Design and Planset revisions

I&L will update design calculations, site features, layout, etc. based on City, GRG, MoDOT, and permitting agency feedback. I&L will finalize structural calculations, amenity selection, and signage. I&L will begin development of the erosion and sediment control (SWPPP), and restoration plans. Finalized design calculations will be prepared in a sealed calculation package and submitted to the City.

Traffic Control plans will be prepared by the Contractor.

10.2 Land Rights Exhibits

I&L will prepare Land Rights Exhibits as needed. The exhibits will illustrate the location of easements and construction disturbance limits on an aerial photo. The exhibits will include parcel information, the easement area quantity, and the construction disturbance areas quantity. Land Rights Exhibits will be prepared in PDF format and submitted to the City via email as needed to support the City's efforts. Proposed easements will be hatched in alternating colors by parcel to aid in readability.

10.3 Easements and Right of Way (ROW)

I&L will review record information and title reports for parcels. Right of way lines, property lines, and easements will be depicted within the project limits. Easement Documents shall include a plat illustrating each new easement and a legal description providing meets and bounds description of the new easement in addition to the standard City language. I&L will prepare Easement Documents for the City's use. Easement documents will be formatted for printing on 8½"X11" media.

10.4 ROW Plans Submittal to City, GRG, and MoDOT

I&L will send City, GRG, and MoDOT ROW plans for review and comment.

10.5 Trail Alignment and Easement Staking

I&L will coordinate with the City to stake the trail alignment and easements on the golf course parcels for meeting in support of right of way (ROW) discussions with property owners.

10.6 Field Check with City Staff

I&L will perform a field check with City staff to review proposed improvements.

10.7 Easement Document Updates from Property Owner negotiations

- I&L will update easement documents after the City finalizes agreements with the property owners. Easement Documents shall include a plat illustrating each new easement and a legal description providing meets and bounds description for any new permanent easements in addition to the standard City language. Temporary construction easements will only require a plat. All easement documents shall be signed and sealed by a registered Professional Land Surveyor (PLS).
- 10.8 Quantity Takeoff and Cost Estimate  
The design team will update the quantity takeoff and cost estimate based on the refined planset.
  - 10.9 Quality Control Check  
The project Quality Control Manager (QCM), a senior design engineer, will review the plans, calculations, and cost estimate to check for practicality and that design protocols were followed in developing and documenting the design.
  - 10.10 ROW Plan Review Meeting  
I&L will meet with the City, GRG, and MoDOT to review the ROW plans. I&L will be available as needed to provide input into internal discussions during the 15 day review and comment period.
- 11.0 Final Plans, Specifications, and Estimates (PS&E)
    - 11.1 Final Plans  
Plans will be produced in AutoCAD Civil 3D to illustrate the design and develop quantities. The plans will include Cover, Notes, Summary of Quantities/B Sheets, Typical Sections, Boundary and Easements, Plan and Profile, Specialty Plan Sheets (Construction staging, RRFB plan sheets), Details, Erosion Sediment Control (SWPPP), Cross Sections, Restoration plans, amenity details, signage plan and details
    - 11.2 Final coordination with St. Charles County – NOT USED
    - 11.3 Final coordination with MoDOT – NOT USED; CITY WILL PERFORM  
City to complete the PS&E Checklist and MoDOT ADA Checklist.
    - 11.4 Job Special Provisions  
Project specific specifications will be created for the bid documents.
    - 11.5 Color Exhibit Update  
I&L will update the full size color exhibit with the proposed changes for the trail and provide the City as a PDF.
    - 11.6 Bidding Documents – NOT USED; CITY WILL PERFORM  
The City will prepare the standard front end documents.
    - 11.7 Quantity Takeoff and Engineer’s opinion of Probable Construction Cost  
The design team will update the quantity takeoff and cost estimates will be developed using current MoDOT items for highway construction in conjunction with published MoDOT unit bid prices and local bid tab databases.
    - 11.8 Quality Control Check  
The project Quality Control Manager (QCM), a senior design engineer, will review the plans, calculations, and cost estimate to check for practicality and that design protocols were followed in developing and documenting the design.
    - 11.9 Final Design Meeting - Virtual  
I&L will meet virtually with the City, GRG, and MoDOT to review the plans, specifications, and estimate. I&L will be available as needed to provide input into internal discussions during the 15 day review and comment period.
    - 11.10 Final PS&E Approval

The City will review the Final Plans Submittal documents and provide comments and conditional approval. I&L will incorporate the review comments and submit approved documents for bidding.

Each plan submittal will be loaded onto the project One Drive and will remain throughout the project as an archive of each submittal.

12.0 Project Coordination, Project Management, and Staff Coordination

I&L will prepare and submit monthly project status reports and coordinate and attend monthly online project meetings with the City. The project is anticipated to be on hold during easement acquisition.

13.0 Bidding Services

Bidding services to include requests for information, Addendum, and pre-bid meeting attendance.

EXCLUSIONS


- Plan Review and Permit Application Fees are not included in the professional services and will be paid directly by the City.
- Construction Phase Services

## ATTACHMENT B


### FEE SUMMARY PAGE


<b>Base Contract Design Services</b>	<b>Hours</b>	<b>Cost</b>
1.0 Kickoff Meeting	13.00	\$ 738.48
2.0 Monthly Meeting	60.00	\$ 3,331.80
3.0 Conceptual (30%) Plans	122.00	\$ 6,119.40
4.0 Public Involvement	35.00	\$ 1,993.32
5.0 Highway K Traffic Impact Study and Geometric Analysis	13.50	\$ 973.62
6.0 Request for Environmental Review and Cultural Requirements	27.00	\$ 1,217.28
7.0 Surveying	3.00	\$ 150.00
8.0 Geotechnical Services	9.00	\$ 582.72
9.0 Preliminary Plans	500.50	\$ 24,241.14
10.0 Right of Way Plans (75% Design)	231.50	\$ 10,909.44
11.0 Final Plans, Specifications, and Estimates (PS&E)	277.75	\$ 13,734.13
12.0 Project Coordination, Project Management, and Staff Coordination	45.00	\$ 3,245.40
13.0 Bidding Services	17.00	\$ 894.24
	Subtotal	\$ 68,130.97
	x Overhead Multiplier (153.2%)	\$ 104,376.65
		\$ 172,507.62
	+ Fixed Fee (13.5%)	\$ 23,288.53
	Subtotal (Base Contract Design Services)	\$ 195,796.14
 <b>Reimbursable Expenses</b>		
<b>I&amp;L</b>		
Prints/Copies/Delivery Charges		\$ 1,200.00
Travel (24 Miles (7 trips) at \$0.67 per mile)		\$ 112.56
<b>TREKK Design Group</b>		
Equipment - Miovision Camera (52 hrs at \$5.00 per hour)		\$ 260.00
Vehicles - TIS Mileage (162 miles at \$0.67 per mile)		\$ 108.54
Vehicles - Personal and Company Car Mileage (162 miles at \$0.67 per mile)		\$ 158.12
<b>Planning Design Studio</b>		
Prints (Public Meeting Boards)		\$ 500.00
Travel (60 Miles (11 trips) at \$0.67 per mile)		\$ 442.20
	Subtotal (Reimbursable Expenses)	\$ 2,781.42
 <b>Sub-Consultants</b>		
Surveying (by Bax Engineering)		\$ 42,291.42
ROW Acquisition Docs – 4 Parcels (by Bax Engineering)		\$ 5,600.00
Geotechnical (by UES)		\$ 46,645.89
Archaeological Exploration (by ARC of St. Louis, Inc.)		\$ 6,500.00
Design Support Services – Structural, Signals, Traffic Impact Study (by TREKK Design Group)		\$ 228,769.52
Landscape Architecture (by Planning Design Studio)		\$ 67,344.33
	Subtotal (Sub-Consultants)	\$ 397,151.15
	 <b>Project Total</b>	 <b>\$ 595,728.72</b>



O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options											
		595,728.72									
		Personnel Type/Title	Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses
Personnel Billing Rate		82.50	72.12	59.16	38.94	38.94	65.00				
<b>1.0 Kickoff Meeting</b>											
	Prepare for meeting, coordinate schedule and stakeholders meet with City and key stakeholders, in person		2		1			3.00	\$ 183.18		
	Meeting Summary		4		4			8.00	\$ 444.24		
			1		1			2.00	\$ 111.06		
								-	\$ -		
	<b>Subtotal =</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>13.00</b>	<b>\$ 738.48</b>	<b>\$ -</b>	
<b>2.0 Monthly Meeting</b>											
15	Prepare for monthly update meeting, September 2024 to May 2026		7.5					7.50	\$ 540.90		
	meet with City and key stakeholders, Virtual		15		15			30.00	\$ 1,665.90		
	Meeting Summary		7.5		15			22.50	\$ 1,125.00		
								-	\$ -		
	<b>Subtotal =</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>60.00</b>	<b>\$ 3,331.80</b>	<b>\$ -</b>	
<b>3.0 Conceptual (30%) Plans</b>											
	3.1 Establish design criteria.		1		2			3.00	\$ 150.00		
	3.2 GIS Data		1			3		4.00	\$ 188.94		
	Adapt Available Survey & Base Sheets for Alt Alignment and Plan Shts - Send sheet set to Team		2			8		10.00	\$ 455.76		
								-	\$ -		
	3.3 Trail Conceptual Design							-	\$ -		
	Site Visit		4		4			8.00	\$ 444.24		
	Schematic Design and Coordinate with City and Team on alignment alternatives.		8		4	4		16.00	\$ 888.48		
	Review Conceptual Plan provided by I&L				0.5			0.50	\$ 19.47		
	Route K - add barrier and rail							-	\$ -		
	Route K - widen bridge							-	\$ -		
	Sports Park Drive - new single span bridge				0.5			0.50	\$ 19.47		
	Develop, Coordinate & Review Alternative Trail Alignment at Key Locations				1			1.00	\$ 38.94		
	Dardanne Creek & Golf Course Creek Crossings							-	\$ -		
	Golf Course Hole #3 Conflict Area				1			1.00	\$ 38.94		
	Renaud Ctr Spur Alternative Alignments							-	\$ -		
	Sports Park Area Alternative Alignments							-	\$ -		
								-	\$ -		
	3.4 Develop Conceptual Design Exhibit							-	\$ -		
9	Develop Initial Conceptual Trail Alignment for Review (based on Response to Alts)		4		8	12		24.00	\$ 1,067.28		
Assume Standard Pr	Coord w/Team on Bridge Aesthetics		1					1.00	\$ 72.12		


**O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options**

		595,728.72									
Personnel Type/ Title		Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer/EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses	
Personnel Billing Rate		82.50	72.12	59.16	38.94	38.94	65.00				
Assume minimal land	Landscape, Aesthetic Hardscape, Furnishings, Wayfinding Plans (9 shts)				1			1.00	\$ 38.94		
Assume minimal land	Hardscape Aesthetics & Site Furnishing CONCEPTS Sheets (2 shts)				1			1.00	\$ 38.94		
	Landscape Concepts Enlargements/Sections (1 sht)				1			1.00	\$ 38.94		
	Wayfinding & Signing Concepts (2 shts)				1			1.00	\$ 38.94		
	3.5 Stake Alignment							-	\$ -		
0 \$ 1,950	Conceptual Alignment Staking - Pheasant Run Golf Course - 25 ft stake interval							-	\$ -		\$ -
	Design Coordination meeting with City & Stakeholder							-	\$ -		
	3.6 USACE Pre-Permit Meeting and summary memo		3		4			7.00	\$ 372.12		
	3.7 Final Exhibit Design							-	\$ -		
	Incorporate City/Agency comments into alignment and revised 30% Design Exhibits.		2		4	6		12.00	\$ 533.64		
	Review & Coord w/I&L's 30% Conceptual Design Alignment		1		1			2.00	\$ 111.06		
	3.8 Conceptual Design and Coordination Summary Memorandum		4		4			8.00	\$ 444.24		
	3.9 Quantity Takeoff and Cost Estimate							-	\$ -		
For this phase, assume	Route K bridge for preferred alternative							-	\$ -		
	Sports Park Drive - new single span bridge							-	\$ -		
	RRFB							-	\$ -		
Assume Contractor to	Traffic control							-	\$ -		
Assume reduced effort	Quantity Takeoffs & Conceptual Construction Cost Estimate							-	\$ -		
	3.10 Quality Control Check	4	2		2	4		12.00	\$ 707.88		
	3.11 Conceptual Plan Submittal		1		2			3.00	\$ 150.00		
	3.12 Conceptual Review Meeting							-	\$ -		
	Prepare Review Meeting Agenda		0.5		1			1.50	\$ 75.00		
	Attend Meeting (virtual)		1		1			2.00	\$ 111.06		
	Meeting Summary		0.5		1			1.50	\$ 75.00		
	Mileage							-	\$ -		
	2 Trips to Site/City @ 24 miles per trip							-	\$ -		
48 \$ 0.67	Mileage							-	\$ -		\$ 32.16
								-	\$ -		
								-	\$ -		
	<b>Subtotal =</b>	<b>4</b>	<b>36</b>	<b>0</b>	<b>45</b>	<b>37</b>	<b>0</b>	<b>122.00</b>	<b>\$ 6,119.40</b>	<b>\$</b>	<b>32.16</b>
	<b>4.0 Public Involvement</b>										
	4.1 Exhibits		4					4.00	\$ 288.48		


O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options											
		595,728.72									
Personnel Type/ Title	Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses		
Personnel Billing Rate	82.50	72.12	59.16	38.94	38.94	65.00					
4.1.1 Overview exhibit for regional context		1			2		3.00	\$ 150.00			
4.1.2 Trail alignment exhibits – anticipating 4 to illustrate the trail alignment							-	\$ -			
4.1.3 Node, Amenity, and Signage exhibit							-	\$ -			
4.2 Project Updates		4		4			8.00	\$ 444.24			
Input to project website at Kickoff							-	\$ -			
Misc. Design Coordination meeting with City & Stakeholder		2		2			4.00	\$ 222.12			
4.3 Public Meeting		8		8			16.00	\$ 888.48			
Prepare two (2) Exhibit Boards for Public Meeting							-	\$ -			
							-	\$ -			
							-	\$ -			
<b>Subtotal =</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>14</b>	<b>2</b>	<b>0</b>	<b>35.00</b>	<b>\$ 1,993.32</b>	<b>\$ -</b>		
<b>5.0 Highway K Traffic Impact Study and Geometric Analysis</b>											
							-	\$ -			
		2					2.00	\$ 144.24			
1 \$ 4,375		0.5					0.50	\$ 36.06			
		1					1.00	\$ 72.12			
		2					2.00	\$ 144.24			
							-	\$ -			
							-	\$ -			
		8					8.00	\$ 576.96			
							-	\$ -			
							-	\$ -			
							-	\$ -			
							-	\$ -			
							-	\$ -			
							-	\$ -			
							-	\$ -			
							-	\$ -			
							-	\$ -			
<b>Subtotal =</b>	<b>0</b>	<b>13.5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13.50</b>	<b>\$ 973.62</b>	<b>\$ -</b>		
<b>6.0 Request for Environmental Review and Cultural Requirements</b>											
							-	\$ -			
		1		8			9.00	\$ 383.64			
		2		2			4.00	\$ 222.12			
1 \$ 6,500.00							-	\$ -			
		1		4			5.00	\$ 227.88			
		1		8			9.00	\$ 383.64			
							-	\$ -			
							-	\$ -			
<b>Subtotal =</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>27.00</b>	<b>\$ 1,217.28</b>	<b>\$ -</b>		
<b>7.0 Surveying</b>											

**O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options**


INTUITION LOGIC		595,728.72												
Personnel Type/Title		Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses				
Personnel Billing Rate		82.50	72.12	59.16	38.94	38.94	65.00							
	Coordination Bar		1					1.00	\$ 72.12					
1	\$ 35,180				2			2.00	\$ 77.88					
	Boundary Data, Topographic Survey, Thalweg Survey, Horizontal and Vertical control for trail corridor. UAV Drone supported by traditional survey. Sonar boat for Thalweg area.							-	\$ -					
	Reduced topographic limits to 30 ft trail corridor. Will supplement remainder of TCE area with LIDAR data. Topographic area reduced ~50%.							-	\$ -					
<b>Subtotal =</b>		<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3.00</b>	<b>\$ 150.00</b>	<b>\$ -</b>				
<b>8.0 Geotechnical Services</b>														
	Coordination							-	\$ -					
	Geotechnical Exploration, Laboratory Testing, Global Stability Analysis, and Geotechnical Report		4		2			6.00	\$ 366.36					
1	\$ 30,467							-	\$ -					
	Optional Service - Wetland Delineation		2					2.00	\$ 144.24					
1	\$ 8,921							-	\$ -					
	Optional Service - Utility Potholing		1					1.00	\$ 72.12					
1	\$ 6,628							-	\$ -					
	UES (formerly Geotechnology) subcontracting with SWI Underground Inc.							-	\$ -					
1	\$ 630							-	\$ -					
	Potholing in pavement, additional per-core cost covering pavement and patching.							-	\$ -					
<b>Subtotal =</b>		<b>0</b>	<b>7</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>9.00</b>	<b>\$ 582.72</b>	<b>\$ -</b>				
<b>9.0 Preliminary Plans</b>														
	9.1 Trail Preliminary Design							-	\$ -					
	Trail Design							-	\$ -					
	Horizontal and Vertical Alignment		4			12		16.00	\$ 755.76					
	Typical Sections and ADA Details		1			4		5.00	\$ 227.88					
	Construction Access and Staging; Right of Way		2		4			6.00	\$ 300.00					
	Retaining Walls (geometric layout)		1		4			5.00	\$ 227.88					
	Dardenne Creek Pedestrian Bridge (Coordinate aesthetics, spans, loadings, design criteria with pre-fabricated bridge manufacturer).		2		8			10.00	\$ 455.76					
	Bridge Abutment design		1				12	13.00	\$ 852.12					
	Trib 13 - Pedestrian Bridge (Coordinate aesthetics, spans, loadings, design criteria with pre-fabricated bridge manufacturer). Alternative design is a multibarrel culvert crossing with headwall		2		8			10.00	\$ 455.76					
	Trib 13 - Bridge Abutment design (or culvert headwall)		1				12	13.00	\$ 852.12					
	Utility Conflict identification		1		4			5.00	\$ 227.88					

O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options											
		595,728.72									
Personnel Type/Title	Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Draftsman	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses		
Personnel Billing Rate	82.50	72.12	59.16	38.94	38.94	65.00					
Stormwater Drainage Improvements		1		2			3.00	\$ 150.00			
Drainage area and Flows		1		4			5.00	\$ 227.88			
Stormwater detention/water quality approach and sizing		2		8			10.00	\$ 455.76			
Flood Study							-	\$ -			
Setup Existing Conditions RAS from Blueway Model; add survey data at bridge crossing locations.		1		4			5.00	\$ 227.88			
Proposed Conditions Modeling		8		20	12		40.00	\$ 1,823.04			
Flood Study Report		4		8			12.00	\$ 600.00			
Structures							-	\$ -			
Sportspark Drive - New Single Span Bridge							-	\$ -			
Coordinate with Hydro				2			2.00	\$ 77.88			
Coordinate with Geotech							-	\$ -			
Develop Basemap							-	\$ -			
Preliminary Girder Analysis							-	\$ -			
Develop Traffic Control Design for Quantities							-	\$ -			
Develop Bridge Memo Document							-	\$ -			
Provide Quantities for 404 Permit (404 Permit By Others)				1			1.00	\$ 38.94			
Internal Quality Review							-	\$ -			
Assume Contractor Traffic Control							-	\$ -			
Internal Quality Review							-	\$ -			
RRFB							-	\$ -			
RRFB Design		1		1			2.00	\$ 111.06			
JSPs							-	\$ -			
Internal Quality Review							-	\$ -			
9.2 Preliminary Plans							-	\$ -			
1 Cover		1		1	3		5.00	\$ 227.88			
1 Notes		1		1	3		5.00	\$ 227.88			
1 Overall Location, Boundary, Easement Plan		1		1	3		5.00	\$ 227.88			
2 Summary of Quantities (8 Sheets)		2		2	16		20.00	\$ 845.16			
1 Typical Sections		1		1	3		5.00	\$ 227.88			
12 Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)		12		12	36		60.00	\$ 2,734.56			
8 Cross Sections Sheets		8		8	24		40.00	\$ 1,823.04			
2 Headwall/Retaining Elevation and Details		2		2	6		10.00	\$ 455.76			
2 Prefab Pedestrian Bridge Plan and Section		2		2	3		7.00	\$ 338.94			
1 Pedestrian Bridge Abutment Details		1		1	3	3	8.00	\$ 422.88			
1 Pipe Profile Sheets		1		1	3		5.00	\$ 227.88			
4 Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)		4		4	12		20.00	\$ 911.52			
Develop Preliminary Sports Park Bridge Plan and Elevation		0.5		1			1.50	\$ 75.00			
Develop Bridge Typical Section		0.5		1			1.50	\$ 75.00			
Assume Contractor Traffic Control Sheets and Details		0.5		1			1.50	\$ 75.00			

**O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options**

		595,728.72									
Personnel Type/ Title		Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	1&L Direct Expenses	
Personnel Billing Rate		82.50	72.12	59.16	38.94	38.94	65.00				
Assume Contractor	Traffic Control B Sheets										
	RRFB Plan Sheet		0.5		1			1.50	\$ 75.00		
	RRFB Detail Sheet		0.5		1			1.50	\$ 75.00		
5 Assume minor	Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)		0.5		1			1.50	\$ 75.00		
1 Assume minor	Landscape Schedule & Details (1 sht)		0.5		1			1.50	\$ 75.00		
1 Assume minor	Aesthetic Hardscape & Site Furnishings Details (2 shts)		0.5		1			1.50	\$ 75.00		
9	Wayfinding/Signing Plans (9 shts)		0.5		1			1.50	\$ 75.00		
2	Wayfinding/Signing Schedule & Details (2 shts)		0.5		1			1.50	\$ 75.00		
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)		0.5		1			1.50	\$ 75.00		
								-	\$ -		
								-	\$ -		
	9.3 Preliminary Quantities and cost estimate.		6		8	8		22.00	\$ 1,055.76		
	Develop Preliminary Quantities and Cost Estimate							-	\$ -		
	Preliminary Cost Opinion							-	\$ -		
								-	\$ -		
								-	\$ -		
	9.4 Trail Alignment and Easement Staking							-	\$ -		
	Review Survey and walk Alignment							-	\$ -		
	Optional Service - Alignment and Easement Staking		1					1.00	\$ 72.12		
0.5	1,284 Preliminary (50% Design)							-	\$ -		
								-	\$ -		
								-	\$ -		
City Perform	9.5 Utility Submittal and Coordination							-	\$ -		
	Utility Coordination							-	\$ -		
	Utility Submittal							-	\$ -		
	Utility Coordination							-	\$ -		
	Utility Documentation							-	\$ -		
								-	\$ -		
								-	\$ -		
	9.6 St. Charles County Submittal and Coordination							-	\$ -		
	Virtual Review meeting with County reviewers to introduce project and discuss County concerns and requirements		2		1			3.00	\$ 183.18		
	St. Charles County Plan Review Coordination		4		8	4		16.00	\$ 755.76		
								-	\$ -		
	9.7 MoDOT Submittal and Coordination		1		2			3.00	\$ 150.00		
	Follow up Coordination		4		8	4		16.00	\$ 755.76		
								-	\$ -		
	9.8 Municipal Initial Submittal and Coordination (O'Fallon, Dardenne Prairie)		1		2			3.00	\$ 150.00		
	Follow up Coordination		4		4			8.00	\$ 444.24		
								-	\$ -		
	9.9 Permitting							-	\$ -		
	USACE 404 Nationwide		2		6			8.00	\$ 377.88		
	DNR 401		1		2			3.00	\$ 150.00		


**O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options**

		595,728.72									
Personnel Billing Rate		Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses	
<b>City Perform</b>	Land Disturbance										
	Floodplain Development Permit		1		4			5.00	\$ 227.88		
	FEMA No-Rise Certification		1		2			3.00	\$ 150.00		
								-	\$ -		
								-	\$ -		
	9.10 Color Exhibit Update - Easement Stripmap exhibits in color.		2			8		10.00	\$ 455.76		
								-	\$ -		
								-	\$ -		
	9.11 Quality Control Check	8	4		4	4		20.00	\$ 1,260.00		
								-	\$ -		
								-	\$ -		
	9.12 Preliminary Plan Submittal		1		2	2		5.00	\$ 227.88		
								-	\$ -		
								-	\$ -		
	9.13 Preliminary Design Meeting							-	\$ -		
	Prepare Review Meeting Agends		0.5		1			1.50	\$ 75.00		
	Attend Meeting (Virtual)		1		1			2.00	\$ 111.06		
	Meeting Summary		0.5		1			1.50	\$ 75.00		
								-	\$ -		
								-	\$ -		
	Preliminary Plans, Cost Review and Approval							-	\$ -		
								-	\$ -		
								-	\$ -		
	Mileage							-	\$ -		
	2 Trips to Site/City @ 24 miles per trip							-	\$ -		
48	\$ 0.67 Mileage							-	\$ -	\$ 32.16	
3	\$ 200 Envelopes and Postage (Permit, Utility, Agency Submittals)							-	\$ -	\$ 600.00	
								-	\$ -		
								-	\$ -		
	<b>Subtotal =</b>	<b>8</b>	<b>111.5</b>	<b>0</b>	<b>181</b>	<b>173</b>	<b>27</b>	<b>500.50</b>	<b>\$ 24,241.14</b>	<b>\$ 632.16</b>	
	<b>10.0 Right of Way Plans (75% Design)</b>										
	10.1 Design and Planset revisions										
	Revise Preliminary Design Calculations per City/Agency/Permitting comments.		4		8	8		20.00	\$ 911.52		
								-	\$ -		
<b>Assume Contractor</b>	Traffic Control Refinement							-	\$ -		
	Internal Quality Review							-	\$ -		
	Review TCE limits							-	\$ -		
								-	\$ -		
	Update Preliminary Plans							-	\$ -		
1	Cover		0.5		1	1		2.50	\$ 113.94		
1	Notes		0.5		1	1		2.50	\$ 113.94		
1	Overall Location, Boundary, Easement Plan		0.5		1	1		2.50	\$ 113.94		
2	Summary of Quantities (8 Sheets)		1		2	16		19.00	\$ 773.04		


**O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options**


INTUITION LOGIC		595,728.72											
Personnel Type/ Title		Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses			
Personnel Billing Rate		82.50	72.12	59.16	38.94	38.94	65.00						
1	Typical Sections		0.5		1	1		2.50	\$ 113.94				
12	Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)		6		12	18		36.00	\$ 1,600.92				
8	Cross Sections Sheets		4		8	12		24.00	\$ 1,067.28				
2	Headwall/Retaining Elevation and Details		1		2	2		5.00	\$ 227.88				
2	Prefab Pedestrian Bridge Plan and Section		1		2	2		5.00	\$ 227.88				
1	Pedestrian Bridge Abutment Details		0.5		1	1	3	5.50	\$ 308.94				
1	Pipe Profile Sheets		0.5		1	1		2.50	\$ 113.94				
4	Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)		2		4	4		10.00	\$ 455.76				
6	SWPPP Sheets and Details		6		6	12		24.00	\$ 1,133.64				
Assume Contractor	Traffic Control Sheets and Details		0.5		1			1.50	\$ 75.00				
Assume Contractor	Traffic Control S Sheets		0.5		1			1.50	\$ 75.00				
5 Assume minor	Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)		0.5		1			1.50	\$ 75.00				
9	Wayfinding/Signing Plans (9 shts)		0.5		1			1.50	\$ 75.00				
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)		0.5		1			1.50	\$ 75.00				
								-	\$ -				
								-	\$ -				
	10.2 Land Rights Exhibits		2			8		10.00	\$ 455.76				
	10.3 Easements and Right of Way (ROW)							-	\$ -				
4 \$	375 Title Reports				1			1.00	\$ 38.94				
								-	\$ -				
	Easement Documents (includes 1 revision)		1		2			3.00	\$ 150.00				
4 \$	575 Permanent Easement exhibit with legal description							-	\$ -				
4 \$	450 Temporary Easement exhibit							-	\$ -				
								-	\$ -				
	10.4 ROW Plans Submittal to City, GRG, and MoDOT		1		2			3.00	\$ 150.00				
	10.5 Trail Alignment and Easement Staking							-	\$ -				
	Optional Service - Alignment and Easement Staking		1					1.00	\$ 72.12				
1 \$	2,736 ROW (75% Design)							-	\$ -				
	10.6 Field Check with City Staff		2		2			4.00	\$ 222.12				
	10.7 Easement Document Updates from Property Owner negotiations		1		1			2.00	\$ 111.06				
	10.8 Quantity Takeoff and Cost Estimate		6		8	8		22.00	\$ 1,055.76				
	10.9 Quality Control Check	4	2		2	2		10.00	\$ 630.00				
	10.10 ROW Plan Review Meeting							-	\$ -				
	Prepare Review Meeting Agenda		0.5		1			1.50	\$ 75.00				
	Attend Meeting		2		2			4.00	\$ 222.12				
	Meeting Summary		0.5		1			1.50	\$ 75.00				
								-	\$ -				
								-	\$ -				
	ROW Plans, Cost Review and Approval, Begin Easement Acquisition							-	\$ -				
								-	\$ -				
	Mileage							-	\$ -				
2	Trips to Site/City @ 24 miles per trip							-	\$ -				



O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options										
		595,728.72								
Personnel Type/Title	Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Drafter	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses	
Personnel Billing Rate	82.50	72.12	59.16	38.94	38.94	65.00				
48 \$ 0.67	Mileage						-	\$ -	\$ 32.16	
3 \$ 200	Envelopes and Postage (Permit, Utility, Agency Submittals)						-	\$ -	\$ 600.00	
							-	\$ -		
							-	\$ -		
	<b>Subtotal =</b>	<b>4</b>	<b>49.5</b>	<b>0</b>	<b>77</b>	<b>98</b>	<b>231.50</b>	<b>\$ 10,909.44</b>	<b>\$ 632.16</b>	
<b>11.0 Final Plans, Specifications, and Estimates (PS&amp;E)</b>										
<b>11.1 Final Plans</b>										
	Final Design - Structural, Coordinate with Prefab Bridge Manufacturer for cut sheets, final aesthetics and options, and abutment reactions. Update structural calculations as needed.		2		2		12	16.00	\$ 1,002.12	
	Misc. Design Coordination meeting with City & Stakeholder		2		2			4.00	\$ 222.12	
	Update ROW Plans							-	\$ -	
1	Cover		0.5		1	1		2.50	\$ 113.94	
1	Notes		0.5		1	1		2.50	\$ 113.94	
1	Overall Location, Boundary, Easement Plan		0.5		1	1		2.50	\$ 113.94	
2	Summary of Quantities (B Sheets)		2		2	16		20.00	\$ 845.16	
1	Typical Sections		0.5		1	1		2.50	\$ 113.94	
12	Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)		6		12	18		36.00	\$ 1,600.92	
8	Cross Sections Sheets		4		8	12		24.00	\$ 1,067.28	
2	Headwall/Retaining Elevation and Details		2		2	3		7.00	\$ 338.94	
2	Prefab Pedestrian Bridge Plan and Section		2		2	3		7.00	\$ 338.94	
2	Pedestrian Bridge Abutment Details		2		2	3	8	15.00	\$ 858.94	
1	Pipe Profile Sheets		1		1	1.5		3.50	\$ 169.47	
4	Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)		4		4	6		14.00	\$ 677.88	
6	SWPPP Sheets and Details		3		6	6		15.00	\$ 683.64	
	<b>Structures</b>							-	\$ -	
	Sportspark Drive - Single Span Bridge							-	\$ -	
	General Elevation and Plan (1 sheet)		0.25		0.5			0.75	\$ 37.50	
	General Notes & Quantities		0.25		0.5			0.75	\$ 37.50	
	End Bent No. 1 (3 sheets)		0.25		0.5			0.75	\$ 37.50	
	Vertical Drain at End Bents		0.25		0.5			0.75	\$ 37.50	
	End Bent No. 2 (3 sheets)		0.25		0.5			0.75	\$ 37.50	
	Prestressed Girder Details, Spans (1-2)		0.25		0.5			0.75	\$ 37.50	
	Prestressed Girder Details, Alt. Bar Details		0.25		0.5			0.75	\$ 37.50	
	Details of Precast Prestressed Panels		0.25		0.5			0.75	\$ 37.50	
	Slab Drain Details		0.25		0.5			0.75	\$ 37.50	
	Slab Haunching and Bottom of Slab Elevations		0.25		0.5			0.75	\$ 37.50	
	Plan of Slab Showing Reinforcement (2 Sheets)		0.25		0.5			0.75	\$ 37.50	
	Section Thru Slab and Misc. Slab Details		0.25		0.5			0.75	\$ 37.50	
	Barrier Curb on Bridge		0.25		0.5			0.75	\$ 37.50	

**O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options**


		595,728.72							Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses
		Personnel Type/Title	Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer			
Personnel Billing Rate		82.50	72.12	59.16	38.94	38.94	65.00				
	Barrier Curb on End Bents		0.25		0.5			0.75	\$ 37.50		
	Bridge Approach Slab Details		0.25		0.5			0.75	\$ 37.50		
	Bill of Reinforcing (2 Sheets)		0.25		0.5			0.75	\$ 37.50		
	As-Built File Data							-	\$ -		
	Internal Quality Review							-	\$ -		
Assume Contractor t	Traffic Control Refinement							-	\$ -		
Assume Contractor t	Traffic Control Sheets and Details		0.25		0.5			0.75	\$ 37.50		
Assume Contractor t	Traffic Control 3 Sheets							-	\$ -		
Assume Contractor t	Internal Quality Review							-	\$ -		
	RRFB							-	\$ -		
	RRFB Design							-	\$ -		
	RRFB Plan Sheet		0.25		0.5			0.75	\$ 37.50		
	RRFB Detail Sheet		0.25		0.5			0.75	\$ 37.50		
	Internal Quality Review							-	\$ -		
5 Assume minor	Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)		0.25		0.5			0.75	\$ 37.50		
1 Assume minor	Landscape Schedule & Details (1 sht)		0.25		0.5			0.75	\$ 37.50		
1 Assume minor	Aesthetic Hardscape & Site Furnishings Details (2 shts)		0.25		0.5			0.75	\$ 37.50		
9	Wayfinding/Signing Plans (9 shts)		0.25		0.5			0.75	\$ 37.50		
2	Wayfinding/Signing Schedule & Details (2 shts)		0.25		0.5			0.75	\$ 37.50		
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)		0.25		0.5			0.75	\$ 37.50		
								-	\$ -		
								-	\$ -		
	11.2 Final coordination with St. Charles County							-	\$ -		
								-	\$ -		
								-	\$ -		
City Provided	11.3 Final coordination with MoDOT							-	\$ -		
	Complete PS&E Checklist and MoDOT ADA Checklist							-	\$ -		
								-	\$ -		
								-	\$ -		
	11.4 Job Special Provisions		8		12			20.00	\$ 1,044.24		
	Bridge Job Special Provisions							-	\$ -		
	Load Rating							-	\$ -		
	RRFB JSPs							-	\$ -		
								-	\$ -		
								-	\$ -		
	11.5 Color Exhibit Update		2			8		10.00	\$ 455.76		
								-	\$ -		
								-	\$ -		
City Provided	11.6 Bidding Documents							-	\$ -		
								-	\$ -		
								-	\$ -		
	11.7 Quantity Takeoff and Engineer's opinion of Probable Construction Cost		6		8	8		22.00	\$ 1,055.76		
Assume reduced eff	Quantities							-	\$ -		

O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options										
		595,728.72								
Personnel Type/Title	Personnel Billing Rate	Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	I&L Direct Expenses
		82.50	72.12	59.16	38.94	38.94	65.00			
	Bridge Construction Cost Estimate								\$ -	
Assume reduced eff.	Final Cost Opinion								\$ -	
	11.8 Quality Control Check	8	4		6	6		24.00	\$ 1,415.76	
	Final Plan, Specifications and CD Submittal		1		2	2		5.00	\$ 227.88	
	100% US/US Bridge Plan Submittal								\$ -	
	Addressing US/US Plans Comments								\$ -	
	Final Signed/Sealed Bridge Plan Submittal								\$ -	
	11.9 Final Design Meeting								\$ -	
	Prepare Review Meeting Agenda		0.5		1			1.50	\$ 75.00	
	Attend Meeting (Virtual)		1		1			2.00	\$ 111.06	
	Meeting Summary		0.5		1			1.50	\$ 75.00	
	11.10 Final PS&E Approval		0.5		1			1.50	\$ 75.00	
	Electronic Bid Documents – Submit electronic copy Plans and Construction Documents in PDF format for use in electronic plan rooms and project bidding. Submittal shall be via email, DVD or other media as requested by CITY.								\$ -	
	Electronic Files – I&L will prepare one (1) CD or DVD containing all of the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, Microstation, HEC-RAS, others) and in PDF format.								\$ -	
									\$ -	
									\$ -	
	<b>Subtotal =</b>	<b>8</b>	<b>61.75</b>	<b>0</b>	<b>91.5</b>	<b>96.5</b>	<b>20</b>	<b>277.75</b>	<b>\$ 13,734.13</b>	<b>\$ -</b>
	<b>12.0 Project Coordination, Project Management, and Staff Coordination</b>								\$ -	
	Internal Project Coordination/Management & Staff Coordination		30					30.00	\$ 2,163.60	
15	Invoicing (1 hr / month)		15					15.00	\$ 1,081.80	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
	<b>Subtotal =</b>	<b>0</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>45.00</b>	<b>\$ 3,245.40</b>	<b>\$ -</b>
	<b>13.0 Bidding Services</b>								\$ -	
									\$ -	


**O'Fallon Sports Park Greenway Improvements FEE WORKSHEET With All Options**

INTUITION LOGIC		595,728.72											
Personnel Type/ Title		Principal	Project Manager (Senior)	Project Manager (Mid Level)	Engineer EI	Senior CAD/GIS Technician/Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	Isd. Direct Expenses			
Personnel Billing Rate		82.50	72.12	59.16	38.94	38.94	65.00						
	Pre-Bid Meeting		4		4			8.00	\$ 444.24				
24	\$ 0.67 Mileage										\$ 16.08		
1	Requests for Information		1		2			3.00	\$ 150.00				
1	TREKK (3 at 2 hours Each)							-	\$ -	\$ -			
1	PDS							-	\$ -	\$ -			
1	Addendum		2		4			6.00	\$ 300.00				
1	TREKK (3 at 3 hours Each)							-	\$ -	\$ -			
1	PDS							-	\$ -	\$ -			
Subtotal =		0	7	0	10	0	0	17.00	\$ 894.24	\$ 16.08			
Subtotal Hours		24.00	393.25	-	480.50	406.50	50.00	1,354.25	\$ 68,130.97	\$ 1,312.56			
Subtotal Personnel Cost		\$1,980	\$28,361	\$0	\$18,711	\$15,829	\$3,250	CHECK	\$ 68,130.97				
										Overhead % (MoDOT 2024 Overhead Rate) = 153.2% Overhead = \$ 104,376.65 Personnel Base + Overhead = \$ 172,507.62 Profit % = 13.5% Profit = \$ 23,288.53 Total (Personnel, Overhead, Profit) = \$ 195,796.14			


**O'Fallon Sports Park Greenway Improvements FEE**

		595,728.72		TREKK DESIGN GROUP							Subtotal Hours	Subtotal Personnel Cost										
		Personnel Type / Title	Personnel Billing Rate	Principal	Project Manage	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I			Project Engineer II	Admin								
			99.50		83.00		81.00		52.00		51.00		48.00		41.00		36.50		37.50			
<b>1.0 Kickoff Meeting</b>																						
	Prepare for meeting, coordinate schedule and stakeholders meet with City and key stakeholders, in person				4	4															8.00	\$ 656.00
	Meeting Summary																					
	<b>Subtotal =</b>		<b>0</b>		<b>4</b>	<b>4</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8.00</b>	<b>\$ 656.00</b>	
<b>2.0 Monthly Meeting</b>																						
15	Prepare for monthly update meeting, September 2024 to May 2026 meet with City and key stakeholders, Virtual				7.5	7.5															15.00	\$ 1,230.00
	Meeting Summary																					
	<b>Subtotal =</b>		<b>0</b>		<b>7.5</b>	<b>7.5</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15.00</b>	<b>\$ 1,230.00</b>	
<b>3.0 Conceptual (30%) Plans</b>																						
	3.1 Establish design criteria.				2																2.00	\$ 166.00
	3.2 GIS Data																					
	Adapt Available Survey & Base Sheets for Alt Alignment and Plan Shts - Send sheet set to Team																					
	3.3 Trail Conceptual Design																					
	Site Visit				4	4															8.00	\$ 656.00
	Schematic Design and Coordinate with City and Team on alignment alternatives.																					
	Review Conceptual Plan provided by I&L				4	4			4												12.00	\$ 860.00
	Route K - add barrier and rail																					
	Route K - widen bridge																					
	Sports Park Drive - new single span bridge					4			4												8.00	\$ 528.00
	Develop, Coordinate & Review Alternative Trail Alignment at Key Locations																					
	Dardenne Creek & Golf Course Creek Crossings																					
	Golf Course Hole #3 Conflict Area																					
	Benaud Ctr Spur Alternative Alignments																					
	Sports Park Area Alternative Alignments																					
	3.4 Develop Conceptual Design Exhibit																					
	Develop Initial Conceptual Trail Alignment for Review (based on Response to Alts)																					
9	Assume Standard Pr																					
	Coord w/Team on Bridge Aesthetics																					

O'Fallon Sports Park Greenway Improvements FEE


		595,728.72	TREKK DESIGN GROUP								Subtotal Hours	Subtotal Personnel Cost	
			Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II			Admin
Personnel Billing Rate			99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50		
	Landscape, Aesthetic Hardscape, Furnishings, Wayfinding Plans (9 shts)												
Assume minimal land	Hardscape Aesthetics & Site Furnishing CONCEPTS Sheets (2 shts)												
Assume minimal land	Landscape Concepts Enlargements/Sections (1 sht)												
	Wayfinding & Signing Concepts (2 shts)												
	3.5 Stake Alignment												
	Conceptual Alignment Staking - Pheasant Run Golf Course - 25 ft stake interval												
0 \$	1,950												
	Design Coordination meeting with City & Stakeholder												
	3.6 USACE Pre-Permit Meeting and summary memo												
	3.7 Final Exhibit Design			2		8						10.00	\$ 570.00
	Incorporate City/Agency comments into alignment and revised 30% Design Exhibits.												
	Review & Coord w/I&L's 30% Conceptual Design Alignment												
	3.8 Conceptual Design and Coordination Summary Memorandum		4	6								10.00	\$ 818.00
	3.9 Quantity Takeoff and Cost Estimate												
for this phase, assume	Route K bridge for preferred alternative												
	Sports Park Drive - new single span bridge												
	RRFB												
Assume Contractor	Traffic control												
Assume reduced effort	Quantity Takeoffs & Conceptual Construction Cost Estimate												
	3.10 Quality Control Check		4									4.00	\$ 332.00
	3.11 Conceptual Plan Submittal		2									2.00	\$ 166.00
	3.12 Conceptual Review Meeting												
	Prepare Review Meeting Agenda												
	Attend Meeting (virtual)		1									1.00	\$ 83.00
	Meeting Summary												
	Mileage												
	2 Trips to Site/City @ 24 miles per trip												
48 \$	0.67												
	Subtotal =		0	21	20	0	16	0	0	0	0	57.00	\$ 4,179.00
	4.0 Public Involvement												
	4.1 Exhibits			2				8				10.00	\$ 550.00

**O'Fallon Sports Park Greenway Improvements FEE**

		595,728.72	TREKK DESIGN GROUP								Subtotal Hours	Subtotal Personnel Cost	
	Personnel Type / Title	Personnel Billing Rate	Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin		
	4.1.1 Overview exhibit for regional context											-	\$ -
	4.1.2 Trail alignment exhibits – anticipating 4 to illustrate the trail alignment											-	\$ -
	4.1.3 Node, Amenity, and Signage exhibit											-	\$ -
	4.2 Project Updates			2	4							6.00	\$ 490.00
	Input to project website at Kickoff											-	\$ -
	Misc. Design Coordination meeting with City & Stakeholder											-	\$ -
	4.3 Public Meeting			8								8.00	\$ 664.00
	Prepare two (2) Exhibit Boards for Public Meeting											-	\$ -
												-	\$ -
												-	\$ -
	<b>Subtotal =</b>		<b>0</b>	<b>12</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24.00</b>	<b>\$ 1,704.00</b>
<b>5.0 Highway K Traffic Impact Study and Geometric Analysis</b>													
	5.1 Geometric Analysis			4	4			16				24.00	\$ 1,472.00
1	\$ 4,375 Highway K Bridge Deck Survey - supporting geometric study											-	\$ -
	5.2 Coordination with review agencies			8								8.00	\$ 664.00
	5.3 Design Memo			2	4			12				18.00	\$ 1,102.00
	Optional Service -											-	\$ -
	5.4 Traffic impact Study											-	\$ -
	Traffic Counts (assumes 4 locations)							24		24		48.00	\$ 2,100.00
	Acquire Crash Data							2				2.00	\$ 102.00
	Traffic Crash Analysis			2				4				6.00	\$ 370.00
	Trip Volume Generation			2				6				8.00	\$ 472.00
	Trip Distribution and Traffic Assignment			2				8				10.00	\$ 574.00
	Synchro/SIDRA analysis			2				16				18.00	\$ 982.00
	Report			4				24				28.00	\$ 1,556.00
	Revisions based on comments			4				4				8.00	\$ 536.00
												-	\$ -
	<b>Subtotal =</b>		<b>0</b>	<b>30</b>	<b>8</b>	<b>0</b>	<b>116</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>178.00</b>	<b>\$ 9,930.00</b>
<b>6.0 Request for Environmental Review and Cultural Requirements</b>													
	6.1 Request for Environmental Review (MODOT RER)											-	\$ -
	6.2 Archeological Survey											-	\$ -
1	\$ 6,500.00 Archaeological Research Center of St. Louis											-	\$ -
	6.3 SHPO 106											-	\$ -
	Follow up Coordination											-	\$ -
												-	\$ -
												-	\$ -
	<b>Subtotal =</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>\$ -</b>
<b>7.0 Surveying</b>													


O'Fallon Sports Park Greenway Improvements FEE

ATTACHMENT B-6


		595,728.72	TREKK DESIGN GROUP									
Personnel Billing Rate		Principal	Project Manage	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin	Subtotal Hours	Subtotal Personnel Cost
		99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50		
	Coordination										-	\$ -
	Box										-	\$ -
1	\$ 35,180										-	\$ -
	Boundary Data, Topographic Survey, Thalweg Survey, Horizontal and Vertical control for trail corridor. UAV Drone supported by traditional survey. Sonar boat for Thalweg area.										-	\$ -
	Reduced topographic limits to 50 ft trail corridor. Will supplement remainder of TCE area with										-	\$ -
	<b>Subtotal =</b>	0	0	0	0	0	0	0	0	0	-	\$ -
<b>8.0 Geotechnical Services</b>												
	Coordination										-	\$ -
	Geotechnical Exploration, Laboratory Testing, Global Stability Analysis, and Geotechnical Report										-	\$ -
1	\$ 30,467										-	\$ -
	UES (formerly Geotechnology)										-	\$ -
	Optional Service - Wetland Delineation										-	\$ -
1	\$ 8,921										-	\$ -
	UES (formerly Geotechnology)										-	\$ -
	Optional Service - Utility Potholing										-	\$ -
	UES (formerly Geotechnology) subcontracting with SWI Underground Inc.										-	\$ -
1	\$ 6,628										-	\$ -
	Potholing in pavement, additional per-core cost covering pavement and patching.										-	\$ -
1	\$ 630										-	\$ -
	<b>Subtotal =</b>	0	0	0	0	0	0	0	0	0	-	\$ -
<b>9.0 Preliminary Plans</b>												
	9.1 Trail Preliminary Design										-	\$ -
	Trail Design										-	\$ -
	Horizontal and Vertical Alignment										-	\$ -
	Typical Sections and ADA Details										-	\$ -
	Construction Access and Staging; Right of Way										-	\$ -
	Retaining Walls (geometric layout)										-	\$ -
	Dardenne Creek Pedestrian Bridge (Coordinate aesthetics, spans, loadings, design criteria with pre-fabricated bridge manufacturer).										-	\$ -
	Bridge Abutment design										-	\$ -
	Trib 13 - Pedestrian Bridge (Coordinate aesthetics, spans, loadings, design criteria with pre-fabricated bridge manufacturer). Alternative design is a multibarrel culvert crossing with headwall										-	\$ -
	Trib 13 - Bridge Abutment design (or culvert headwall)										-	\$ -
	Utility Conflict Identification										-	\$ -



O'Fallon Sports Park Greenway Improvements FEE


		595,728.72		TREKK DESIGN GROUP									
		Personnel Type/Title	Personnel Billing Rate	Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin	Subtotal Hours
	Stormwater Drainage improvements												
	Drainage area and Flows												
	Stormwater detention/water quality approach and sizing												
	Flood Study												
	Setup Existing Conditions RAS from Blueway Model; add survey data at bridge crossing locations.												
	Proposed Conditions Modeling												
	Flood Study Report												
	Structures												
	Sportspark Drive - New Single Span Bridge												
	Coordinate with Hydro			4	4							8.00	\$ 532.00
	Coordinate with Geotech			4	4							8.00	\$ 532.00
	Develop Basemap			4	8		16					28.00	\$ 1,508.00
	Preliminary Girder Analysis			8	16							24.00	\$ 1,480.00
	Develop Traffic Control Design for Quantities												
	Develop Bridge Memo Document			4	8							12.00	\$ 740.00
	Provide Quantities for 404 Permit (404 Permit By Others)			2	4							6.00	\$ 370.00
	Internal Quality Review		2	4	4		4					14.00	\$ 890.00
Assume Contractor	Traffic Control												
	Internal Quality Review												
	RRFB												
	RRFB Design		1	8								9.00	\$ 731.00
	JSPs			2								2.00	\$ 162.00
	Internal Quality Review			4								4.00	\$ 324.00
	9.2 Preliminary Plans												
1	Cover												
1	Notes												
1	Overall Location, Boundary, Easement Plan												
2	Summary of Quantities (B Sheets)												
1	Typical Sections												
12	Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)												
8	Cross Sections Sheets												
2	Headwall/Retaining Elevation and Details												
2	Prefab Pedestrian Bridge Plan and Section												
1	Pedestrian Bridge Abutment Details												
1	Pipe Profile Sheets												
4	Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)												
	Develop Preliminary Sports Park Bridge Plan and Elevation			4	16		16					36.00	\$ 1,924.00
	Develop Bridge Typical Section			4	8		8					20.00	\$ 1,124.00
Assume Contractor	Traffic Control Sheets and Details												

O'Fallon Sports Park Greenway Improvements FEE

		595,728.72	TREKK DESIGN GROUP										
Personnel Type/ Title		Personnel Billing Rate	Principal	Project Manage	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin	Subtotal Hours	Subtotal Personnel Cost
			99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50		
Resume Contractor	Traffic Control @ Sheets												
	RRFB Plan Sheet			1				8				9.00	\$ 467.00
	RRFB Detail Sheet			1				8				9.00	\$ 467.00
5	Assume minin Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)												
1	Assume minin Landscape Schedule & Details (1 sht)												
1	Assume minin Aesthetic Hardscape & Site Furnishings Details (2 shts)												
9	Wayfinding/Signing Plans (9 shts)												
2	Wayfinding/Signing Schedule & Details (2 shts)												
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscop, Signs) (2 Shts)												
	9.3 Preliminary Quantities and cost estimate.												
	Develop Preliminary Quantities and Cost Estimate			4		8						12.00	\$ 740.00
	Preliminary Cost Opinion												
	9.4 Trail Alignment and Easement Staking												
	Review Survey and walk Alignment												
	Optional Service - Alignment and Easement Staking												
0	\$ 3,286 Preliminary (50% Design)												
City Perform	9.5 Utility Submittal and Coordination												
	Utility Coordination												
	Utility Submittal												
	Utility Coordination												
	Utility Documentation												
	9.6 St. Charles County Submittal and Coordination												
	Virtual Review meeting with County reviewers to introduce project and discuss County concerns and requirements												
	St. Charles County Plan Review Coordination												
	9.7 MoDOT Submittal and Coordination												
	Follow up Coordination												
	9.8 Municipal Initial Submittal and Coordination (O'Fallon, Dardenne Prairie)												
	Follow up Coordination												
	9.9 Permitting												
	USACE 404 Nationwide												
	DNR 401												

O'Fallon Sports Park Greenway Improvements FEE

ATTACHMENT B-0

		595,728.72	TREKK DESIGN GROUP									
Personnel Type/Title		Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin	Subtotal Hours	Subtotal Personnel Cost
Personnel Billing Rate		99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50		
City Perform	Land Disturbance											
	Floodplain Development Permit										-	\$ -
	FEMA No-Rise Certification										-	\$ -
											-	\$ -
	9.10 Color Exhibit Update - Easement Stripmap exhibits in color.										-	\$ -
											-	\$ -
	9.11 Quality Control Check										-	\$ -
											-	\$ -
	9.12 Preliminary Plan Submittal										-	\$ -
											-	\$ -
	9.13 Preliminary Design Meeting										-	\$ -
	Prepare Review Meeting Agenda										-	\$ -
	Attend Meeting (Virtual)										-	\$ -
	Meeting Summary										-	\$ -
											-	\$ -
	Preliminary Plans, Cost Review and Approval										-	\$ -
											-	\$ -
	Mileage										-	\$ -
	2 Trips to Site/City @ 24 miles per trip										-	\$ -
48	\$ 0.67 Mileage										-	\$ -
3	\$ 200 Envelopes and Postage (Permit, Utility, Agency Submittals)										-	\$ -
											-	\$ -
	Subtotal =	0	5	56	80	0	60	0	0	0	201.00	\$ 11,991.00
	<b>10.0 Right of Way Plans (75% Design)</b>											
	10.1 Design and Planset revisions										-	\$ -
	Revise Preliminary Design Calculations per City/Agency/Permitting comments.										-	\$ -
											-	\$ -
Assume Contractor	Traffic Control Refinement										-	\$ -
	Internal Quality Review										-	\$ -
	Review TCE limits										-	\$ -
											-	\$ -
	Update Preliminary Plans										-	\$ -
1	Cover										-	\$ -
1	Notes										-	\$ -
1	Overall Location, Boundary, Easement Plan										-	\$ -
2	Summary of Quantities (B Sheets)										-	\$ -


O'Fallon Sports Park Greenway Improvements FEE

INTUITION & LOGIC		595,728.72	TREKK DESIGN GROUP								Subtotal Hours	Subtotal Personnel Cost
Personnel Type/Title	Personnel Billing Rate	Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin		
1	Typical Sections											
12	Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)											\$ -
8	Cross Sections Sheets											\$ -
2	Headwall/Retaining Elevation and Details											\$ -
2	Prefab Pedestrian Bridge Plan and Section											\$ -
1	Pedestrian Bridge Abutment Details											\$ -
1	Pipe Profile Sheets											\$ -
4	Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)											\$ -
6	SWPPP Sheets and Details											\$ -
Assume Contractor	Traffic Control Sheets and Details											\$ -
Assume Contractor	Traffic Control 8 Sheets											\$ -
5	Assume minor Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)											\$ -
9	Wayfinding/Signing Plans (9 shts)											\$ -
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)											\$ -
												\$ -
												\$ -
	10.2 Land Rights Exhibits											\$ -
	10.3 Easements and Right of Way (ROW)											\$ -
4	\$ 375 Title Reports											\$ -
												\$ -
	Easement Documents (includes 1 revision)											\$ -
4	\$ 575 Permanent Easement exhibit with legal description											\$ -
4	\$ 450 Temporary Easement exhibit											\$ -
												\$ -
	10.4 ROW Plans Submittal to City, GRG, and MoDOT											\$ -
	10.5 Trail Alignment and Easement Staking											\$ -
	Optional Service - Alignment and Easement Staking											\$ -
1	\$ 2,736 ROW (75% Design)											\$ -
	10.6 Field Check with City Staff											\$ -
	10.7 Easement Document Updates from Property Owner negotiations											\$ -
	10.8 Quantity Takeoff and Cost Estimate											\$ -
	10.9 Quality Control Check											\$ -
	10.10 ROW Plan Review Meeting											\$ -
	Prepare Review Meeting Agenda											\$ -
	Attend Meeting											\$ -
	Meeting Summary											\$ -
												\$ -
	ROW Plans, Cost Review and Approval, Begin Easement Acquisition											\$ -
												\$ -
	Mileage											\$ -
2	Trips to Site/City @ 24 miles per trip											\$ -

O'Fallon Sports Park Greenway Improvements FEE


INTUITION LOGIC		595,728.72	TREKK DESIGN GROUP									
Personnel Type/Title		Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin	Subtotal Hours	Subtotal Personnel Cost
Personnel Billing Rate		99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50		
48	\$ 0.67	Mileage									-	\$ -
3	\$ 200	Envelopes and Postage (Permit, Utility, Agency Submittals)									-	\$ -
Subtotal =		0	0	0	0	0	0	0	0	0	-	\$ -
<b>11.0 Final Plans, Specifications, and Estimates (PS&amp;E)</b>												
11.1 Final Plans												
Final Design - Structural, Coordinate with Prefab Bridge Manufacturer for cut sheets, final aesthetics and options, and abutment reactions. Update structural calculations as needed.												
Misc. Design Coordination meeting with City & Stakeholder												
Update ROW Plans												
1		Cover									-	\$ -
1		Notes									-	\$ -
1		Overall Location, Boundary, Easement Plan									-	\$ -
2		Summary of Quantities (B Sheets)									-	\$ -
1		Typical Sections									-	\$ -
12		Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)									-	\$ -
8		Cross Sections Sheets									-	\$ -
2		Headwall/Retaining Elevation and Details									-	\$ -
2		Prefab Pedestrian Bridge Plan and Section									-	\$ -
2		Pedestrian Bridge Abutment Details									-	\$ -
1		Pipe Profile Sheets									-	\$ -
4		Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)									-	\$ -
6		SWPPP Sheets and Details									-	\$ -
Structures												
Sportspark Drive - Single Span Bridge												
		General Elevation and Plan (1 sheet)		8	16			16			40.00	\$ 2,136.00
		General Notes & Quantities		4	8			8			20.00	\$ 1,068.00
		End Bent No. 1 (3 sheets)		12	24			24			60.00	\$ 3,204.00
		Vertical Drain at End Bents		1	1			2			4.00	\$ 215.00
		End Bent No. 2 (3 sheets)		12	24			24			60.00	\$ 3,204.00
		Prestressed Girder Details, Spans (1-2)		8	16			16			40.00	\$ 2,136.00
		Prestressed Girder Details, Alt. Bar Details		1	2			4			7.00	\$ 349.00
		Details of Precast Prestressed Panels		1	1			2			4.00	\$ 215.00
		Slab Drain Details		4	8			8			20.00	\$ 1,068.00
		Slab Haunching and Bottom of Slab Elevations		4	8			8			20.00	\$ 1,068.00
		Plan of Slab Showing Reinforcement (2 Sheets)		8	16			16			40.00	\$ 2,136.00
		Section Thru Slab and Misc. Slab Details		8	16			16			40.00	\$ 2,136.00
		Barrier Curb on Bridge		4	8			8			20.00	\$ 1,068.00

O'Fallon Sports Park Greenway Improvements FEE

		595,728.72	TREKK DESIGN GROUP										Subtotal Hours	Subtotal Personnel Cost
Personnel Type/Title	Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin					
Personnel Billing Rate	99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50					
	Barrier Curb on End Bents		4	8			8					20.00	\$ 1,068.00	
	Bridge Approach Slab Details		1	1			2					4.00	\$ 215.00	
	Bill of Reinforcing (2 Sheets)		8	16			16					40.00	\$ 2,136.00	
	As-Built Pile Data		1	2			4					7.00	\$ 349.00	
	Internal Quality Review		4	16	16		16					52.00	\$ 3,116.00	
Assume Contractor	Traffic Control Refinement												\$ -	
Assume Contractor	Traffic Control Sheets and Details												\$ -	
Assume Contractor	Traffic Control B Sheets												\$ -	
Assume Contractor	Internal Quality Review												\$ -	
	RRFB												\$ -	
	RRFB Design		1	8								9.00	\$ 731.00	
	RRFB Plan Sheet		1				4					5.00	\$ 275.00	
	RRFB Detail Sheet		1				4					5.00	\$ 275.00	
	Internal Quality Review			4								4.00	\$ 324.00	
5 Assume minor	Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)												\$ -	
1 Assume minor	Landscape Schedule & Details (1 sht)												\$ -	
1 Assume minor	Aesthetic Hardscape & Site Furnishings Details (2 shts)												\$ -	
9	Wayfinding/Signing Plans (9 shts)												\$ -	
2	Wayfinding/Signing Schedule & Details (2 shts)												\$ -	
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)												\$ -	
													\$ -	
	11.2 Final coordination with St. Charles County												\$ -	
													\$ -	
City Provided	11.3 Final coordination with MoDOT												\$ -	
	Complete PS&E Checklist and MoDOT ADA Checklist												\$ -	
													\$ -	
	11.4 Job Special Provisions												\$ -	
	Bridge Job Special Provisions			4	4							8.00	\$ 532.00	
	Load Rating			8	16							24.00	\$ 1,480.00	
	RRFB JSPs			2								2.00	\$ 162.00	
													\$ -	
													\$ -	
	11.5 Color Exhibit Update												\$ -	
													\$ -	
City Provided	11.6 Bidding Documents												\$ -	
													\$ -	
													\$ -	
Assume reduced eff	11.7 Quantity Takeoff and Engineer's opinion of Probable Construction Cost			12	20							32.00	\$ 2,012.00	
	Quantities												\$ -	


O'Fallon Sports Park Greenway Improvements FEE

ATTACHMENT B-6


		595,728.72	TREKK DESIGN GROUP								Subtotal Hours	Subtotal Personnel Cost
Personnel Type / Title		Principal	Project Manager	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin		
Personnel Billing Rate		99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50		
	Bridge Construction Cost Estimate			2	2						4.00	\$ 266.00
Assume reduced effort	Final Cost Opinion										-	\$ -
	11.8 Quality Control Check										-	\$ -
	Final Plan, Specifications and CD Submittal										-	\$ -
	100% US/US Bridge Plan Submittal				2			2			4.00	\$ 186.00
	Addressing US/US Plans Comments			16	16			16			48.00	\$ 2,784.00
	Final Signed/Sealed Bridge Plan Submittal				2			2			4.00	\$ 186.00
	11.9 Final Design Meeting										-	\$ -
	Prepare Review Meeting Agenda										-	\$ -
	Attend Meeting (Virtual)										-	\$ -
	Meeting Summary										-	\$ -
	11.10 Final PS&E Approval										-	\$ -
	Electronic Bid Documents – Submit electronic copy Plans and Construction Documents in PDF format for use in electronic plan rooms and project bidding. Submittal shall be via email, DVD or other media as requested by CITY.										-	\$ -
	Electronic Files – I&L will prepare one (1) CD or DVD containing all of the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, Microstation, HEC-RAS, others) and in PDF format.										-	\$ -
	<b>Subtotal =</b>	<b>0</b>	<b>7</b>	<b>161</b>	<b>\$ 253.00</b>	<b>0</b>	<b>8</b>	<b>218</b>	<b>0</b>	<b>0</b>	<b>647.00</b>	<b>\$ 36,100.00</b>
	<b>12.0 Project Coordination, Project Management, and Staff Coordination</b>											
	Internal Project Coordination/Management & Staff Coordination	8	15								23.00	\$ 2,041.00
15	Invoicing (1 hr / month)		15						15		30.00	\$ 1,807.50
											-	\$ -
											-	\$ -
											-	\$ -
											-	\$ -
	<b>Subtotal =</b>	<b>8</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 15.00</b>	<b>53.00</b>	<b>\$ 3,848.50</b>
	<b>13.0 Bidding Services</b>											
											-	\$ -
											-	\$ -

O'Fallon Sports Park Greenway Improvements FEE


ATTACHMENT B-3

		595,728.72	TREKK DESIGN GROUP									
Personnel Type/Title		Principal	Project Manage	Sr. Prof. Engineer	Prof. Engineer II	Prof. Engineer III	Sr. Project Designer	CADD Technician I	Project Engineer II	Admin	Subtotal Hours	Subtotal Personnel Cost
Personnel Billing Rate		99.50	83.00	81.00	52.00	51.00	48.00	41.00	36.50	37.50		
	Pre-Bid Meeting		4								4.00	\$ 332.00
24	\$ 0.67 Mileage											\$ -
1	Requests for Information											\$ -
1	TREKK (3 at 2 hours Each)		2	2							4.00	\$ 328.00
1	PDS											\$ -
1	Addendum											\$ -
1	TREKK (3 at 3 hours Each)		3	3							6.00	\$ 492.00
1	PDS											\$ -
Subtotal =		0	9	5	0	0	0	0	0	0	14.00	\$ 1,152.00
Subtotal Hours		8.00	125.50	265.50	333.00	132.00	76.00	218.00	24.00	15.00	1,197.00	\$ 70,790.50
Subtotal Personnel Cost		\$796	\$10,417	\$21,506	\$17,316	\$6,732	\$3,648	\$8,938	\$876	\$563	CHECK	\$70,791
<p style="text-align: right;">                     Overhead % (MoDOT 2024 Overhead Rate) = 183.3%                      Overhead = \$ 129,751.91                      Personnel Base + Overhead = \$ 200,542.41                      Facilities Capital Cost of Money Rate (FCCM) = 1.6%                      FCCM = \$ 1,153.89                      Profit % = 13.5%                      Profit = \$ 27,073.23                      Total (Personnel, Overhead, FCCM, Profit) = \$ 228,769.52                      Direct Expenses                      Printing, Mailing = \$260.00                      Mileage = \$266.66                 </p>												




O'Fallon Sports Park Greenway Improvements FEE									
		595,728.72 PLANNING DESIGN STUDIO							
Personnel Billing Rate		Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub Consultant Expenses	
		\$ 51.00	\$ 41.44	\$ 23.76					
<b>1.0 Kickoff Meeting</b>									
	Prepare for meeting, coordinate schedule and stakeholders					-	\$ -		
	meet with City and key stakeholders, in person	4	4			8.00	\$ 369.76		
	Meeting Summary					-	\$ -		
	<b>Subtotal =</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8.00</b>	<b>\$ 369.76</b>	<b>\$ -</b>	
<b>2.0 Monthly Meeting</b>									
	Prepare for monthly update meeting, September 2024 to May 2026					-	\$ -		
15	meet with City and key stakeholders, Virtual	7.5				7.50	\$ 382.50		
	Meeting Summary					-	\$ -		
	<b>Subtotal =</b>	<b>7.5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7.50</b>	<b>\$ 382.50</b>	<b>\$ -</b>	
<b>3.0 Conceptual (30%) Plans</b>									
	3.1 Establish design criteria.					-	\$ -		
	3.2 GIS Data					-	\$ -		
	Adapt Available Survey & Base Sheets for Alt Alignment and Plan Shts - Send sheet set to Team					-	\$ -		
	3.3 Trail Conceptual Design					-	\$ -		
	Site Visit	4	4			8.00	\$ 369.76		
	Schematic Design and Coordinate with City and Team on alignment alternatives.					-	\$ -		
	Review Conceptual Plan provided by I&L					-	\$ -		
	Route K - add barrier and rail					-	\$ -		
	Route K - widen bridge					-	\$ -		
	Sports Park Drive - new single span bridge					-	\$ -		
	Develop, Coordinate & Review Alternative Trail Alignment at Key Locations					-	\$ -		
	Dardenne Creek & Golf Course Creek Crossings					-	\$ -		
	Golf Course Hole #3 Conflict Area	2	8	8		18.00	\$ 623.60		
	Renaud Ctr Spr Alternative Alignments					-	\$ -		
	Sports Park Area Alternative Alignments					-	\$ -		
	3.4 Develop Conceptual Design Exhibit					-	\$ -		
	Develop Initial Conceptual Trail Alignment for Review (based on Response to Alts)	2	4	8		14.00	\$ 457.84		
Assume Standard Pr	Coord w/Team on Bridge Aesthetics					-	\$ -		

O'Fallon Sports Park Greenway Improvements FEE


		595,728.72	PLANNING DESIGN STUDIO						
Personnel Billing Rate		Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological, S&S Consultant Expenses	
		\$ 51.00	\$ 41.44	\$ 23.76					
Assume minimal land	Landscape, Aesthetic Hardscape, Furnishings, Wayfinding Plans (9 shts)	2	4	9		15.00	\$ 481.60		
Assume minimal land	Hardscape Aesthetics & Site Furnishing CONCEPTS Sheets (2 shts)	1	4	8		13.00	\$ 406.84		
	Landscape Concepts Enlargements/Sections (1 sht)	1	4	16		21.00	\$ 596.92		
	Wayfinding & Signing Concepts (2 shts)	2	4	16		22.00	\$ 647.92		
	<b>3.5 Stake Alignment</b>								
0 \$ 1,950	Conceptual Alignment Staking - Pheasant Run Golf Course - 25 ft stake interval							\$ -	
	Design Coordination meeting with City & Stakeholder								
	<b>3.6 USACE Pre-Permit Meeting and summary memo</b>								
	<b>3.7 Final Exhibit Design</b>								
	Incorporate City/Agency comments into alignment and revised 30% Design Exhibits.								
	Review & Coord w/I&L's 30% Conceptual Design Alignment	4	8			12.00	\$ 535.52		
	<b>3.8 Conceptual Design and Coordination Summary Memorandum</b>								
	<b>3.9 Quantity Takeoff and Cost Estimate</b>								
For this phase, assume	Route K bridge for preferred alternative								
	Sports Park Drive - new single span bridge								
	RRFB								
Assume Contractor	Traffic control								
Assume reduced effort	Quantity Takeoffs & Conceptual Construction Cost Estimate								
	<b>3.10 Quality Control Check</b>	4	2	4		10.00	\$ 381.92		
	<b>3.11 Conceptual Plan Submittal</b>	0	1	2		3.00	\$ 88.96		
	<b>3.12 Conceptual Review Meeting</b>								
	Prepare Review Meeting Agenda								
	Attend Meeting (virtual)	1	1			2.00	\$ 92.44		
	Meeting Summary								
	Mileage								
2	Trips to Site/City @ 24 miles per trip								
48 \$ 0.67	Mileage								
	<b>Subtotal =</b>	<b>23</b>	<b>44</b>	<b>71</b>	<b>0</b>	<b>138.00</b>	<b>\$ 4,683.32</b>	<b>\$ -</b>	
	<b>4.0 Public Involvement</b>								
	<b>4.1 Exhibits</b>								

**O'Fallon Sports Park Greenway Improvements FEE**


		595,728.72	PLANNING DESIGN STUDIO					
Personnel Type/ Title	Principal / Sr. Prof	Professional	Jr. Prof. & Graphic/tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub Consultant Expenses	
Personnel Billing Rate	\$ 51.00	\$ 41.44	\$ 23.76					
4.1.1 Overview exhibit for regional context						\$ -		
4.1.2 Trail alignment exhibits – anticipating 4 to illustrate the trail alignment	1	4	4		9.00	\$ 311.80		
4.1.3 Node, Amenity, and Signage exhibit	2	4	8		14.00	\$ 457.84		
4.2 Project Updates						\$ -		
Input to project website at Kickoff	1	4	4		9.00	\$ 311.80		
Misc. Design Coordination meeting with City & Stakeholder	4	2			6.00	\$ 286.88		
4.3 Public Meeting	8				8.00	\$ 408.00		
Prepare two (2) Exhibit Boards for Public Meeting	2	4	16		22.00	\$ 647.92		
						\$ -		
						\$ -		
<b>Subtotal =</b>	<b>18</b>	<b>18</b>	<b>32</b>	<b>0</b>	<b>68.00</b>	<b>\$ 2,424.24</b>	<b>\$ -</b>	
<b>5.0 Highway K Traffic Impact Study and Geometric Analysis</b>								
5.1 Geometric Analysis						\$ -		
1 \$ 4,375 Highway K Bridge Deck Survey - supporting geometric study						\$ -	\$ 4,375.00	
5.2 Coordination with review agencies						\$ -		
5.3 Design Memo						\$ -		
Optional Service -						\$ -		
5.4 Traffic Impact Study						\$ -		
Traffic Counts (assumes 4 locations)						\$ -		
Acquire Crash Data						\$ -		
Traffic Crash Analysis						\$ -		
Trip Volume Generation						\$ -		
Trip Distribution and Traffic Assignment						\$ -		
Synchro/SIDRA analysis						\$ -		
Report						\$ -		
Revisions based on comments						\$ -		
						\$ -		
<b>Subtotal =</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ 4,375.00</b>	
<b>6.0 Request for Environmental Review and Cultural Requirements</b>								
6.1 Request for Environmental Review (MODOT RER)						\$ -		
6.2 Archeological Survey						\$ -		
1 \$ 6,500.00 Archeological Research Center of St. Louis						\$ -	\$ 6,500.00	
6.3 SHPO 106						\$ -		
Follow up Coordination						\$ -		
						\$ -		
						\$ -		
<b>Subtotal =</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ 6,500.00</b>	
<b>7.0 Surveying</b>								


O'Fallon Sports Park Greenway Improvements FEE									
INTUITION LOGIC		595,728.72	PLANNING DESIGN STUDIO						
Personnel Type / Title	Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Svc Consultant Expenses		
Personnel Billing Rate	\$ 51.00	\$ 41.44	\$ 23.76						
	Coordination				-	\$ -			
	Bax				-	\$ -			
1	\$ 35,180	Boundary Data, Topographic Survey, Thalweg Survey, Horizontal and Vertical control for trail corridor. UAV Drone supported by traditional survey. Sonar boat for Thalweg area.					\$ 35,180.42		
	Reduced topographic limits to 50 ft trail corridor. Will supplement remainder of TCE area with				-	\$ -			
	Subtotal =	0	0	0	0	-	\$ -	\$ 35,180.42	
<b>8.0 Geotechnical Services</b>									
	Coordination				-	\$ -			
	Geotechnical Exploration, Laboratory Testing, Global Stability Analysis, and Geotechnical Report				-	\$ -			
1	\$ 30,467	UES (formerly Geotechnology)					\$ 30,467.14		
	Optional Service - Wetland Delineation				-	\$ -			
1	\$ 8,921	UES (formerly Geotechnology)					\$ 8,921.00		
	Optional Service - Utility Potholing				-	\$ -			
1	\$ 6,628	UES (formerly Geotechnology) subcontracting with SWI Underground Inc.					\$ 6,627.75		
1	\$ 630	Potholing in pavement, additional per-core cost covering pavement and patching.					\$ 630.00		
	Subtotal =	0	0	0	0	-	\$ -	\$ 46,645.89	
<b>9.0 Preliminary Plans</b>									
	9.1 Trail Preliminary Design				-	\$ -			
	Trail Design				-	\$ -			
	Horizontal and Vertical Alignment				-	\$ -			
	Typical Sections and ADA Details				-	\$ -			
	Construction Access and Staging; Right of Way				-	\$ -			
	Retaining Walls (geometric layout)				-	\$ -			
	Dardenne Creek Pedestrian Bridge (Coordinate aesthetics, spans, loadings, design criteria with pre-fabricated bridge manufacturer).				-	\$ -			
	Bridge Abutment design				-	\$ -			
	Trib 13 - Pedestrian Bridge (Coordinate aesthetics, spans, loadings, design criteria with pre-fabricated bridge manufacturer). Alternative design is a multibarrel culvert crossing with headwall				-	\$ -			
	Trib 13 - Bridge Abutment design (or culvert headwall)				-	\$ -			
	Utility Conflict identification				-	\$ -			

**O'Fallon Sports Park Greenway Improvements FEE**


		595,728.72	PLANNING DESIGN STUDIO						
Personnel Type/Title	Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support			Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub Consultant Expenses	
Personnel Billing Rate	\$ 51.00	\$ 41.44	\$ 23.76						
	Stormwater Drainage Improvements						\$ -		
	Drainage area and Flows						\$ -		
	Stormwater detention/water quality approach and sizing						\$ -		
	Flood Study						\$ -		
	Setup Existing Conditions RAS from Blueway Model; add survey data at bridge crossing locations.						\$ -		
	Proposed Conditions Modeling						\$ -		
	Flood Study Report						\$ -		
	Structures						\$ -		
	Sportspark Drive - New Single Span Bridge						\$ -		
	Coordinate with Hydro						\$ -		
	Coordinate with Geotech						\$ -		
	Develop Basemap						\$ -		
	Preliminary Girder Analysis						\$ -		
	Develop Traffic Control Design for Quantities						\$ -		
	Develop Bridge Memo Document						\$ -		
	Provide Quantities for 404 Permit (404 Permit By Others)						\$ -		
	Internal Quality Review						\$ -		
Assume Contractor	Traffic Control						\$ -		
	Internal Quality Review						\$ -		
	RRFB						\$ -		
	RRFB Design						\$ -		
	JSPs						\$ -		
	Internal Quality Review						\$ -		
							\$ -		
							\$ -		
	9.2 Preliminary Plans						\$ -		
1	Cover						\$ -		
1	Notes						\$ -		
1	Overall Location, Boundary, Easement Plan						\$ -		
2	Summary of Quantities (B Sheets)						\$ -		
1	Typical Sections						\$ -		
12	Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)						\$ -		
8	Cross Sections Sheets						\$ -		
2	Headwall/Retaining Elevation and Details						\$ -		
2	Prefab Pedestrian Bridge Plan and Section						\$ -		
1	Pedestrian Bridge Abutment Details						\$ -		
1	Pipe Profile Sheets						\$ -		
4	Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)						\$ -		
	Develop Preliminary Sports Park Bridge Plan and Elevation						\$ -		
	Develop Bridge Typical Section						\$ -		
Assume Contractor	Traffic Control Sheets and Details						\$ -		

O'Fallon Sports Park Greenway Improvements FEE

		595,728.72	PLANNING DESIGN STUDIO						
Personnel Type/ Title		Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub Consultant Expenses	
Personnel Billing Rate		\$ 51.00	\$ 41.44	\$ 23.76					
Assume Contractor	Traffic Control B Sheets					-	\$ -		
	RRFB Plan Sheet					-	\$ -		
	RRFB Detail Sheet					-	\$ -		
5 Assume minor	Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)	2	18	24		44.00	\$ 1,418.16		
1 Assume minor	Landscape Schedule & Details (1 sht)	1	2	6		9.00	\$ 276.44		
1 Assume minor	Aesthetic Hardscape & Site Furnishings Details (2 shts)	2	4	12		18.00	\$ 552.88		
9	Wayfinding/Signing Plans (9 shts)	4	12	24		40.00	\$ 1,271.52		
2	Wayfinding/Signing Schedule & Details (2 shts)	2	8	24		34.00	\$ 1,003.76		
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)	2	4	16		22.00	\$ 647.92		
						-	\$ -		
						-	\$ -		
	9.3 Preliminary Quantities and cost estimate.					-	\$ -		
	Develop Preliminary Quantities and Cost Estimate					-	\$ -		
	Preliminary Cost Opinion	4	12			16.00	\$ 701.28		
						-	\$ -		
						-	\$ -		
	9.4 Trail Alignment and Easement Staking					-	\$ -		
	Review Survey and walk Alignment					-	\$ -		
	Optional Service - Alignment and Easement Staking					-	\$ -		
0 \$ 3,286	Preliminary (50% Design)					-	\$ -	\$ -	
						-	\$ -		
						-	\$ -		
City Perform	9.5 Utility Submittal and Coordination					-	\$ -		
	Utility Coordination					-	\$ -		
	Utility Submittal					-	\$ -		
	Utility Coordination					-	\$ -		
	Utility Documentation					-	\$ -		
						-	\$ -		
						-	\$ -		
	9.6 St. Charles County Submittal and Coordination					-	\$ -		
	Virtual Review meeting with County reviewers to introduce project and discuss County concerns and requirements					-	\$ -		
	St. Charles County Plan Review Coordination					-	\$ -		
						-	\$ -		
	9.7 MoDOT Submittal and Coordination					-	\$ -		
	Follow up Coordination					-	\$ -		
						-	\$ -		
	9.8 Municipal Initial Submittal and Coordination (O'Fallon, Dardenne Prairie)					-	\$ -		
	Follow up Coordination					-	\$ -		
						-	\$ -		
	9.9 Permitting					-	\$ -		
	USACE 404 Nationwide					-	\$ -		
	DNR 401					-	\$ -		


O'Fallon Sports Park Greenway Improvements FEE										
		595,728.72	PLANNING DESIGN STUDIO				Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub-Consultant Expenses	
Personnel Type/Title	Personnel Billing Rate	\$	Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support					
		\$	51.00	\$ 41.44	\$ 23.76					
<b>City Perform</b>	Land Disturbance									
	Floodplain Development Permit									
	FEMA No-Rise Certification									
	9.10 Color Exhibit Update - Easement Stripmap exhibits in color.									
	9.11 Quality Control Check		6	4	6	16.00	\$ 614.32			
	9.12 Preliminary Plan Submittal		1	2	2	5.00	\$ 181.40			
	9.13 Preliminary Design Meeting									
	Prepare Review Meeting Agenda									
	Attend Meeting (Virtual)		1	1		2.00	\$ 92.44			
	Meeting Summary									
	Preliminary Plans, Cost Review and Approval									
	Mileage									
	2 Trips to Site/City @ 24 miles per trip									
48	\$ 0.67 Mileage									
3	\$ 200 Envelopes and Postage (Permit, Utility, Agency Submittals)									
	<b>Subtotal =</b>		<b>25</b>	<b>67</b>	<b>114</b>	<b>0</b>	<b>206.00</b>	<b>\$ 6,760.12</b>	<b>\$ -</b>	
	<b>10.0 Right of Way Plans (75% Design)</b>									
	10.1 Design and Planset revisions									
	Revise Preliminary Design Calculations per City/Agency/Permitting comments.									
<b>Assume Contractor</b>	Traffic Control Refinement									
	Internal Quality Review									
	Review TCE limits									
	Update Preliminary Plans									
1	Cover									
1	Notes									
1	Overall Location, Boundary, Easement Plan									
2	Summary of Quantities (B Sheets)									


O'Fallon Sports Park Greenway Improvements FEE

		595,728.72	PLANNING DESIGN STUDIO						
Personnel Type/ Title		Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub-Consultant Expenses	
Personnel Billing Rate		\$ 51.00	\$ 41.44	\$ 23.76					
1	Typical Sections					-	\$ -		
12	Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)					-	\$ -		
8	Cross Sections Sheets					-	\$ -		
2	Headwall/Retaining Elevation and Details					-	\$ -		
2	Prefab Pedestrian Bridge Plan and Section					-	\$ -		
1	Pedestrian Bridge Abutment Details					-	\$ -		
1	Pipe Profile Sheets					-	\$ -		
4	Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)					-	\$ -		
6	SWPPP Sheets and Details					-	\$ -		
Assume Contractor	Traffic Control Sheets and Details					-	\$ -		
Assume Contractor	Traffic Control B Sheets					-	\$ -		
5 Assume minor	Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)	2	6	12		20.00	\$ 635.76		
9	Wayfinding/Signing Plans (9 shts)	2	5	9		16.00	\$ 523.04		
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)	1	2	4		7.00	\$ 228.92		
						-	\$ -		
						-	\$ -		
	10.2 Land Rights Exhibits					-	\$ -		
	10.3 Easements and Right of Way (ROW)					-	\$ -		
4 \$ 375	Title Reports					-	\$ -	\$ 1,500.00	
						-	\$ -		
	Easement Documents (Includes 1 revision)					-	\$ -		
4 \$ 575	Permanent Easement exhibit with legal description					-	\$ -	\$ 2,300.00	
4 \$ 450	Temporary Easement exhibit					-	\$ -	\$ 1,800.00	
						-	\$ -		
	10.4 ROW Plans Submittal to City, GRG, and MoDOT					-	\$ -		
	10.5 Trail Alignment and Easement Staking					-	\$ -		
	Optional Service - Alignment and Easement Staking					-	\$ -		
1 \$ 2,736	ROW (75% Design)					-	\$ -	\$ 2,736.00	
	10.6 Field Check with City Staff					-	\$ -		
	10.7 Easement Document Updates from Property Owner negotiations					-	\$ -		
	10.8 Quantity Takeoff and Cost Estimate					-	\$ -		
	10.9 Quality Control Check					-	\$ -		
	10.10 ROW Plan Review Meeting					-	\$ -		
	Prepare Review Meeting Agenda					-	\$ -		
	Attend Meeting	2	2			4.00	\$ 184.88		
	Meeting Summary					-	\$ -		
						-	\$ -		
						-	\$ -		
	ROW Plans, Cost Review and Approval, Begin Easement Acquisition					-	\$ -		
						-	\$ -		
	Mileage					-	\$ -		
2	Trips to Site/City @ 24 miles per trip					-	\$ -		




**O'Fallon Sports Park Greenway Improvements FEE**


		595,728.72		PLANNING DESIGN STUDIO						
		Personnel Type/Title	Personnel Billing Rate	Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support	Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub-Consultant Expenses	
		\$	51.00	\$	41.44	\$	23.76			
48	\$ 0.67	Mileage					-	\$ -		
3	\$ 200	Envelopes and Postage (Permit, Utility, Agency Submittals)					-	\$ -		
							-	\$ -		
							-	\$ -		
		<b>Subtotal =</b>	<b>7</b>	<b>15</b>	<b>25</b>	<b>0</b>	<b>47.00</b>	<b>\$ 1,572.60</b>	<b>\$ 8,336.00</b>	
<b>11.0 Final Plans, Specifications, and Estimates (PS&amp;E)</b>										
11.1 Final Plans										
		Final Design - Structural, Coordinate with Prefab Bridge Manufacturer for cut sheets, final aesthetics and options, and abutment reactions. Update structural calculations as needed.					-	\$ -		
		Misc. Design Coordination meeting with City & Stakeholder	2	2			4.00	\$ 184.88		
		Update ROW Plans					-	\$ -		
1		Cover					-	\$ -		
1		Notes					-	\$ -		
1		Overall Location, Boundary, Easement Plan					-	\$ -		
2		Summary of Quantities (B Sheets)					-	\$ -		
1		Typical Sections					-	\$ -		
12		Plan Profile Sheets (1.1 miles @ 500 ft per sheet at 20scale full size)					-	\$ -		
8		Cross Sections Sheets					-	\$ -		
2		Headwall/Retaining Elevation and Details					-	\$ -		
2		Prefab Pedestrian Bridge Plan and Section					-	\$ -		
2		Pedestrian Bridge Abutment Details					-	\$ -		
1		Pipe Profile Sheets					-	\$ -		
4		Details and Notes (trail, pvmt, grade controls, bank stabilization, stormwater BMP)					-	\$ -		
6		SWPPP Sheets and Details					-	\$ -		
Structures										
Sportspark Drive - Single Span Bridge										
		General Elevation and Plan (1 sheet)					-	\$ -		
		General Notes & Quantities					-	\$ -		
		End Bent No. 1 (3 sheets)					-	\$ -		
		Vertical Drain at End Bents					-	\$ -		
		End Bent No. 2 (3 sheets)					-	\$ -		
		Prestressed Girder Details, Spans (1-2)					-	\$ -		
		Prestressed Girder Details, Alt. Bar Details					-	\$ -		
		Details of Precast Prestressed Panels					-	\$ -		
		Slab Drain Details					-	\$ -		
		Slab Haunching and Bottom of Slab Elevations					-	\$ -		
		Plan of Slab Showing Reinforcement (2 Sheets)					-	\$ -		
		Section Thru Slab and Misc. Slab Details					-	\$ -		
		Barrier Curb on Bridge					-	\$ -		

O'Fallon Sports Park Greenway Improvements FEE		PLANNING DESIGN STUDIO						
		595,728.72						
Personnel Type/Title	Personnel Billing Rate	Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support	Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub Consultant Expenses	
	\$	\$ 51.00	\$ 41.44	\$ 23.76				
	Barrier Curb on End Bents				-	\$ -		
	Bridge Approach Slab Details				-	\$ -		
	Bill of Reinforcing (2 Sheets)				-	\$ -		
	As-Built Pile Data				-	\$ -		
	Internal Quality Review				-	\$ -		
Assume Contractor	Traffic Control Refinement				-	\$ -		
Assume Contractor	Traffic Control Sheets and Details				-	\$ -		
Assume Contractor	Traffic Control 8 Sheets				-	\$ -		
Assume Contractor	Internal Quality Review				-	\$ -		
	RRFB				-	\$ -		
	RRFB Design				-	\$ -		
	RRFB Plan Sheet				-	\$ -		
	RRFB Detail Sheet				-	\$ -		
	Internal Quality Review				-	\$ -		
5 Assume minor	Landscape, Aesthetic Hardscape, Site Furnishings Plans (9 Shts)	2	8	8	18.00	\$ 623.60		
1 Assume minor	Landscape Schedule & Details (1 sht)	1	4	6	11.00	\$ 359.32		
1 Assume minor	Aesthetic Hardscape & Site Furnishings Details (2 shts)	1	4	6	11.00	\$ 359.32		
9	Wayfinding/Signing Plans (9 shts)	4	12	24	40.00	\$ 1,271.52		
2	Wayfinding/Signing Schedule & Details (2 shts)	2	8	12	22.00	\$ 718.64		
2	Quantity Takeoffs & "B" Quantity Shts (for Lndsp, Hdscp, Signs) (2 Shts)	2	8	12	22.00	\$ 718.64		
					-	\$ -		
					-	\$ -		
	11.2 Final coordination with St. Charles County				-	\$ -		
					-	\$ -		
City Provided	11.3 Final coordination with MoDOT				-	\$ -		
	Complete PS&E Checklist and MoDOT ADA Checklist				-	\$ -		
					-	\$ -		
					-	\$ -		
	11.4 Job Special Provisions				-	\$ -		
	Bridge Job Special Provisions				-	\$ -		
	Load Rating				-	\$ -		
	RRFB JSPs				-	\$ -		
					-	\$ -		
					-	\$ -		
	11.5 Color Exhibit Update				-	\$ -		
					-	\$ -		
City Provided	11.6 Bidding Documents				-	\$ -		
					-	\$ -		
					-	\$ -		
Assume reduced effort	11.7 Quantity Takeoff and Engineer's opinion of Probable Construction Cost				-	\$ -		
	Quantities				-	\$ -		

**O'Fallon Sports Park Greenway Improvements FEE**

		595,728.72			PLANNING DESIGN STUDIO				
Personnel Type/Title	Personnel Billing Rate	Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub Consultant Expenses	
		\$ 51.00	\$ 41.44	\$ 23.76					
	Bridge Construction Cost Estimate						\$ -		
Assume reduced eff	Final Cost Opinion	4	8			12.00	\$ 535.52		
							\$ -		
							\$ -		
	11.8 Quality Control Check	8	4	12		24.00	\$ 858.88		
	Final Plan, Specifications and CD Submittal	1	2	2		5.00	\$ 181.40		
	100% US/US Bridge Plan Submittal						\$ -		
	Addressing US/US Plans Comments						\$ -		
	Final Signed/Sealed Bridge Plan Submittal						\$ -		
							\$ -		
	11.9 Final Design Meeting						\$ -		
	Prepare Review Meeting Agenda						\$ -		
	Attend Meeting (Virtual)	1	1			2.00	\$ 92.44		
	Meeting Summary						\$ -		
							\$ -		
	11.10 Final PS&E Approval						\$ -		
	Electronic Bid Documents – Submit electronic copy Plans and Construction Documents in PDF format for use in electronic plan rooms and project bidding. Submittal shall be via email, DVD or other media as requested by CITY.						\$ -		
	Electronic Files – I&L will prepare one (1) CD or DVD containing all of the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, Microstation, HEC-RAS, others) and in PDF format.						\$ -		
							\$ -		
							\$ -		
	<b>Subtotal =</b>	<b>28</b>	<b>61</b>	<b>82</b>	<b>0</b>	<b>171.00</b>	<b>\$ 5,904.16</b>	<b>\$ -</b>	
	<b>12.0 Project Coordination, Project Management, and Staff Coordination</b>						\$ -		
	Internal Project Coordination/Management & Staff Coordination	15				15.00	\$ 765.00		
15	Invoicing (1 hr / month)	15				15.00	\$ 765.00		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
	<b>Subtotal =</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30.00</b>	<b>\$ 1,530.00</b>	<b>\$ -</b>	
	<b>13.0 Bidding Services</b>						\$ -		
							\$ -		

O'Fallon Sports Park Greenway Improvements FEE

		595,728.72		PLANNING DESIGN STUDIO						
Personnel Billing Rate		Principal / Sr. Prof	Professional	Jr. Prof & Graphic/Tech Support		Subtotal Hours	Subtotal Personnel Cost	Survey, Geotech, Archeological Sub Consultant Expenses		
		\$ 51.00	\$ 41.44	\$ 23.76						
	Pre-Bid Meeting	4				4.00	\$ 204.00			
24	\$ 0.67 Mileage					-	-			
1	Requests for information					-	-			
1	TREKK (3 at 2 hours Each)					-	-			
1	PDS	2				2.00	\$ 102.00			
1	Addendum					-	-			
1	TREKK (3 at 3 hours Each)			2		4.00	\$ 149.52			
1	PDS	2				-	-			
						-	-			
						-	-			
	Subtotal =	8	0	2	0	10.00	\$ 455.52	\$ -		
Subtotal Hours		150.50	209.00	326.00	-	685.50	\$ 24,082.22	\$ 101,037.31		
Subtotal Personnel Cost		\$7,676	\$8,661	\$7,746	\$0	CHECK	\$24,082			
		Overhead % (MoDOT 2024 Overhead Rate) = 144.23% Overhead = \$ 34,733.79 Personnel Base + Overhead = \$ 58,816.01 Profit % = 14.5% Profit = \$ 8,528.32 Total (Personnel, Overhead, Profit) = \$ 67,344.33 Direct Expenses Public Meeting Boards = \$500.00 Travel (60 miles @ 11 Trips @ \$0.67/mile) = \$442.20								
		Total (I&L Personnel, Overhead, Profit) = \$ 195,796.14 Total (TREKK Personnel, Overhead, Profit) = \$ 228,769.52 Total (PDS Personnel, Overhead, Profit) = \$ 67,344.33 Total Direct Expenses = \$ 2,781.42 Total Survey and Geotech Sub Consultant Expenses = \$ 101,037.31 <b>TOTAL = \$ 595,728.72</b>								



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)

August 10, 2024

Mark Meyer  
Intuition & Logic Engineering, Inc.  
16253 Swingley Ridge Road, Suite 100  
Chesterfield, MO 63017

Dear Mr. Meyer:

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

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2023. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	153.2%
------------------	--------

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 Manger  
Audits and Investigations

cc: Keith Jennings-de



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



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

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

1.888.ASK MODOT (275.6636)

August 9, 2023

Cameron Pendergraft  
TREKK Design Group, LLC  
1411 E104th St.  
Kansas City, MO 64131

Dear Ms. Pendergraft:

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

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

Home Office Rate	183.29%
Facilities Capital Cost of Money Rate	1.63%

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

Respectfully,

Kelly R. Niekamp  
Audit Manager  
Audits and Investigations

cc: Keith Jennings-de



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P.O. Box 270  
Jefferson City, Missouri 65102

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

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June 20, 2024

Noel T. Fehr. Sr.  
Planning Design Studio LLC  
2816 Sutton Blvd., Suite 1  
St. Louis, MO, 63143

Dear Mr. Fehr:

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

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2023. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	144.23%
------------------	---------

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

Respectfully,

Robert Mason  
Senior Auditor  
Audits and Investigations

cc: Keith Jennings-de



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

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

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April 27, 2023

Ms. Lindsey Hartman  
Bax Engineering Company  
221 Point West Blvd.  
St. Charles, MO 63301

Dear Ms. Hartman:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Bax Engineering Company will be added to the Consultant Prequalification List. To view this list, go to [www.modot.gov](http://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 2021. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	154.17%
------------------	---------

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,

Sandra Riley  
Auditor  
Audits and Investigations

cc: Keith Jennings-de



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## City of O'Fallon

24-010 Sports Park Greenway Improvements, TAP-5401(724) TIP#7335-26

BAX Project 24-19173

July 25, 2024

### Surveying Scope of Services

The purpose of the following scope of services is to perform *Professional Land Surveying Services* for the "Sports Park Greenway Improvements Project". This project includes a 12' wide trail, Pedestrian/Vehicular Bridges, Traffic Impact Study, Creek Bank Stabilization, Stormwater/Drainage Improvements, Lighting, Utility Coordination/Relocation, Landscape Architecture, and Graphic Designs to extend the greenway from Bluebird Meadow Park to the O'Fallon Sports Park and up to Highway K, designed per the Missouri Department of Transportation's (MODOT) Local Public (LPA) Agency policy. New trail is approximately 1.1 miles consisting of new corridor and along existing facilities. Extending the trail below Highway K along Schote Creek, routing onto Highway K, and stubbing out on the north side of Dardenne Creek will be a future phase. It is not included in the current TAP application.

### Location Map



Topographic Survey Exhibit

## Fee and Scope Line Items

### 3.5 (Conceptual) Stake Alignment

Stake the concept alignment on the Pheasant Run Golf Course. 25' stake interval to be set on only the Pheasant Run Golf Course property.

**Approximately 1400' of alignment and NO easements**

**FEE \$1950.00**

### 7.0 Surveying

Surveying will occur after the Conceptual Study and verification of the preferred alignment. Provide boundary and topographic surveying sufficient to produce final plans and easement documents.

#### 7.1 Highway K Bridge Deck

Provide normal and customary topographic survey of the existing bridge deck. Locate existing lane striping. Locate edge of barrier and overall width. Locate existing drive aprons. Combine with existing survey data on hand and deliver in one combined survey file.

#### 7.2 Boundary Data

Provide boundary data sufficient to produce easement documents based on City and County records. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information and metes and bounds data.

#### 7.3 Topographic Survey

Provide normal and customary topographic surveying of project corridor sufficient to produce 1' contours.

7.3.1 Research and collect location of existing utilities that are within the project.

7.3.2 Collect topographic features to provide normal and customary topographic surveying sufficient to produce 1' contours. Topographic survey shall include all trees and bushes in non-wooded areas and in wooded areas all trees six (6) inches in diameter and larger shall be located and shown on the topographic survey.

Topographic surveying limits are indicated in the Survey Exhibit. Thalweg survey is indicated by the blue line. Red hatched areas indicate channel bed and bank survey limits. Trail corridor survey a 50 ft wide corridor in open areas and 50 ft wide in wooded areas, location is identified by the orange line in the exhibit.

7.3.3 Prepare an electronic base map of all existing information. Combine with existing survey data on hand and deliver in one combined survey file. Topographic and survey strip map in AutoCAD Civil 3D (2022 file format) with existing 3D ground surface, existing improvements, property lines and project control points.



*Highway K Exhibit*

7.4 Horizontal and Vertical Control

Establish survey control using existing available reference control monuments and place site control points and benchmarks with reference ties for use during construction.



Topographic Survey Exhibit

Fees for preparation of the above-described boundary and topographic survey strip map is estimated per the attached manhour estimate. Manhours prepared using MoDOT approved rates. The below chart does not include BRIDGE DECK topo under item 7.1

Item 7.1 BRIDGE DECK is shown below as a separate line item

MAN HOUR ESTIMATE - BAX 24-19173 July 25, 2024					
City of O'Fallon					
24-010 Sports Park Greenway Improvements, TAP-5401(724) TIP#7335-26					
SURVEY BASE STRIP MAP AND TOPOGRAPHIC SURVEY VARIABLE WIDTH CORRIDOR - 5808 lineal feet at 50' wide	DEPT MANAGER	REG. LAND SURVEYOR I	SURVEY TECH II DRAFTING	FIELD SURVEYOR I	FIELD SURVEY TECH I
Field topographic survey		2	50	28	28
Thalweg Survey		2	26	16	16
Channel Bed and Bank Topographic Survey		2	30	24	24
Property Line survey - monumentation/control		16		12	12
QA-QC / Administrative	10				
<b>Total Task (hrs)</b>	<b>10</b>	<b>22</b>	<b>106</b>	<b>80</b>	<b>80</b>
Hourly Rate	\$ 169.72	\$ 157.39	\$ 106.04	\$ 120.98	\$ 66.90
Sub Total	\$ 1,697.20	\$ 3,462.58	\$ 11,240.24	\$ 9,678.40	\$ 5,352.00
				<b>FEE</b>	<b>\$31,430.42</b>

Rental fee of Sonar equipment for Thalweg Survey **\$3750.00**

Total boundary line survey and topographic survey and preparation of base map **FEE \$35180.42**

**7.1 Highway K Bridge Deck**

Provide normal and customary topographic survey of the existing bridge deck. Locate existing lane striping. Locate edge of barrier and overall width. Locate existing drive aprons. Combine with existing survey data on hand and deliver in one combined survey file.



Highway K Exhibit

**1150' existing highway and bridge deck topography**

**FEE \$4375.00**

**7.5 Title Reports**

Obtain title reports for properties where easements are anticipated. Easements are not needed on City of O'Fallon owned or Residential parcels. Parcels needing title reports are indicated with yellow stars in the original scope of services exhibit.

Title reports for parcels located along corridor. Estimated to be total of 4 reports

**Obtain, review, and apply information for Title reports at a cost of \$375 each**

**9.4 Preliminary (50% Design) Trail Alignment and Easement Staking**

Based on location coordination with I&L and the City stake the trail alignment and preliminary easements on the golf course parcels for meeting in support of right of way (ROW) discussions with property owners. 50' stake interval to be set on only the Golf Course property.

**Approximately 1400' of alignment and easements**

**FEE \$3286.00**

**10.5 (75% Design) Trail Alignment and Easement Staking**

Based on location coordination with I&L and the City stake the trail alignment and preliminary easements on the golf course parcels for meeting in support of right of way (ROW) discussions with property owners. 50' stake interval to be set on only the Golf Course property.

**Approximately 1400' of alignment and easements**

**FEE \$2736.00**

**10.7 Easement Documents**

Prepare Easement Documents for the City’s use. Easement documents will be formatted for printing on 8½“X11” media.

**10.8 Easement Document Update from Property Owners Negotiations**

Based on coordination with I&L, update easement documents after the City finalizes agreements with the property owners. Easement Documents shall include a plat illustrating each new easement and a legal description providing metes and bounds description for any new permanent easements in addition to the standard City language. Temporary construction easements will only require a plat. All easement documents shall be signed and sealed by a registered Professional Land Surveyor (PLS).

**Easement Exhibit, Legal Description and City of O’Fallon standard script language**

- i. Permanent Easements Exhibit w/Legal Description - \$575.00 per parcel**
- ii. Temporary Easement Exhibit - \$450.00 per parcel**

**10.7 Construction Phase Services (AS-Builts)**

Post Construction As-Built survey and drawing of the alignment, features and bridges

**Approximately 5808 lineal feet of alignment, features and bridges FEE \$6900.00**

**Approved MODOT percentage breakdown for BAX Engineering, based on April 2023 approval letter (see attached)**

44.82% Payroll Additives

109.35% Overhead

154.17% Approved Combined Home Office Rate

12% Profit (fixed)



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

Missouri Department of Transportation  
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

June 29, 2023

Stephen DeBarry  
Geotechnology, LLC  
11816 Lackland Road, Suite 150  
St. Louis, MO 63146

Dear Mr. DeBarry:

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

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

Company Labor Office Rate	161.91%
Facilities Capital Cost of Money Rate	.23%
Contract Labor Rate	112.45%
Facilities Capital Cost of Money Rate	.23%

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



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



Environmental  
Geotechnical Engineering  
Materials Testing  
Field Inspections & Code Compliance  
Geophysical Technology

---

Via email: [tim@ilincworld.com](mailto:tim@ilincworld.com)

June 28, 2024

Mr. Tim Dean, P.E.  
Intuition & Logic, Inc.  
16253 Swingley Ridge Road, Suite 100  
Chesterfield, Missouri 63017

Re: Proposal for Geotechnical Exploration  
Dardenne Greenway: Sports Park to Bluebird Meadow Park  
O'Fallon, Missouri  
UES Proposal No. P046083.01

Dear Mr. Dean:

In response to your request, Geotechnology, LLC, dba UES, is pleased to submit this proposal to perform a geotechnical exploration for the referenced project. We have prepared this proposal based on our review of the emailed scope of work dated June 7, 2024, a review of our archival geotechnical data, and our experience.

### 1.0 PROJECT INFORMATION

The project consists of the design and construction of modifications to the Sports Park Greenway. This project plans to extend the existing greenway approximately 1.1 miles total from Bluebird Meadow Park to the O'Fallon Sports Park and up to Highway K. The project includes a 12-foot-wide trail, pedestrian and vehicular bridges, creek bank stabilization, stormwater and drainage improvements.

The existing vehicular bridge is understood to be a two-span bridge, supported by shallow foundations at the abutments, with piers at the central bridge bent in the creek channel. The new design plans to eliminate the central bent by replacing the two-span bridge with a single span structure, which could require deep foundations at the abutments.

The site is situated between Bluebird Meadow park to the west and Highway K to the east, in O'Fallon, Missouri. The project will connect with the existing Dardenne Greenway in Bluebird Meadow Park, cross Dardenne creek with a pedestrian bridge to the north of the creek, then connect into O'Fallon Sports Park via another pedestrian bridge, where it will continue to run east along the north bank of Dardenne Creek to the existing vehicle bridge, where it will cross the creek and head south around the parking lot, before heading east to Highway K, where this phase will connect to an existing walking trail.



The existing parks are generally surfaced with grass and pavements which include walking trails and Sportspark Drive. The proposed trail location will cross some wooded areas between Bluebird Meadow Park and Pheasant Run Golf Course.

## 2.0 SCOPE OF SERVICES

The purpose of our services is to explore the subsurface conditions and provide geotechnical recommendations for the design and construction of the project. UES proposes the following scope of services for the geotechnical exploration:

- Four borings will be drilled near the locations identified in the Scope of Work. Borings B-1 through -4 will be drilled to an approximate depth of 50 feet or terminated at auger refusal. A maximum of 200 lineal feet of auger drilling is included. The borings will be extended past auger refusal approximately 10 feet using NQ2-rock coring techniques.
- Soil samples will be collected at 2.5-foot centers in the upper 10 feet and 5-foot centers thereafter. Soil samples will be collected using standard penetration test (SPT) and Shelby tube sampling methods.
- Upon completion of the drilling activities, the borings will be backfilled with cuttings. In the existing pavement areas, the surface will be patched to match the surrounding material. Drill rig access to boring locations in unpaved areas could leave wheel marks in the grass or soil. Our scope includes use of AlternaMATS for drill rig access to Boring B-2 through the Pheasant Run Golf Course to help minimize drill rig disturbance. Our scope does not include restoration of wheel ruts or other disturbance caused by the drill rig.
- Public utilities will be notified via the Missouri One-Call system. We request private utilities be marked by others. UES will not be liable to damage to private utilities not marked or improperly marked by others.
- The borings will be located in the field by referencing site features.
- An engineer or geologist from UES will accompany the drill rig and provide direction during the exploration, prepare logs of the material encountered, and transport samples to our laboratory for testing.
- Laboratory tests will be performed on selected soil samples to assess engineering and index properties. The anticipated laboratory tests and quantity of each is presented in the attached fee estimate.
- UES will summarize the results of the subsurface exploration in a report. The report will include the following:
  - A description of the subsurface conditions at the boring locations
  - Considerations for site excavation and placement of fill, including an evaluation of the suitability for reuse of the on-site soils
  - Shallow foundation and mat foundation recommendations including anticipated settlement if necessary
  - Driven pile and drilled shaft recommendations including nominal axial resistance, resistance factors, LPILE parameters for lateral load analysis, and anticipated settlement will be included





- Global Stability Analysis for support of the bank stabilization and bridge abutment designs (2 sections)
- Discussion of seismic site class and liquefaction potential

Settlement analyses will be based on the boring data and correlations with consolidation properties. Consolidation tests are not planned.

Unless specifically included, our scope of services does not include any environmental assessment, investigation, or study for the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on or below or around the site. However, we can provide environmental services if needed for this project. Please advise if you prefer that we either revise this proposal or prepare a separate proposal to include environmental services.

A copy of "Important Information about This Geotechnical Engineering Proposal" that is published by the Geoprofessional Business Association (GBA) is enclosed for your review.

## **2.1 Optional Services**

The following optional services are offered for your consideration. Authorization or rejection of these options should be indicated in the Optional Services Section at the end of the proposal.

### **2.1.1 Optional WOTUS Delineation/Determination**

Our proposed optional services include conducting a Waters of the United States (WOTUS) delineation of the project area. The presence of wetlands is determined by the presence of three criteria: 1) a predominance of hydrophytic vegetation, 2) hydric soils, and 3) wetland hydrology. To be classified as a wetland, all three criteria must be present.

The presence of jurisdictional streams is assessed by visual observations of stream channel characteristics, as well as by a study of the geomorphology and hydrology of a project site. The purpose of the stream assessment is to classify if the stream channel is ephemeral, intermittent or perennial.

The United States Army Corps of Engineers (USACE) maintains jurisdiction over the filling and dredging of WOTUS, including wetlands. In the event that jurisdictional WOTUS are impacted by fill or dredge activities, approval and authorization must be granted by the USACE.

UES will conduct a WOTUS delineation of the project area and will prepare a report of our results. The WOTUS delineation will include the following:

- Perform a desktop review of available maps and resources for the project area for evidence of potential onsite WOTUS. Maps and resources will include: United States Geological Survey (USGS) topographic maps, National Wetlands Inventory (NWI) maps, soil survey data, LiDAR data, historical aerial photographs, and documents provided by you.



- Perform a field reconnaissance of the project area to verify the findings of our research above and characterize the subject property and surrounding topography for potential WOTUS. Hydrology, vegetation, and soil data will be collected per the USACE 2010 wetland delineation Midwest Regional supplement manual. The locations of wetland boundaries, streams, and pertinent property features will be collected with a sub-meter global positioning system (GPS), and representative photographs will be taken.
- Prepare a report summarizing the findings of the preliminary assessments that will include field observations and photographs. The letter will include a narrative and illustrations of potential wetlands and streams that may be considered jurisdictional WOTUS. If requested, GIS shapefiles or CAD files of documented WOTUS will be provided.

### **WOTUS DELINEATION SCHEDULE AND FEE BASIS**

UES is prepared to commence services upon authorization to proceed. The WOTUS delineation and report will be issued to the client within four weeks of receiving authorization to proceed. Our services will be provided on a cost-plus fixed fee (CPFF) basis. Attached is a fee estimate for our services.

### **Excluded Services and Limitations**

- Proposal does not include topographic or alignment layout surveying.
- Proposal does not include field visits requested by the client or governmental agencies.
- Proposal does not include agency meetings, including pre-application meetings associated with this project.
- Proposal does not include Section 404 permitting (Nationwide or Individual Permit) with the U.S. Army Corps of Engineers, or Section 401 Water Quality Certification.
- Mitigation consultation and transaction or the creation of real estate instruments (for conservation preservation) are not included in this proposal.
- Threatened and Endangered Species field surveys and reports are not included in this proposal.
- Archeological/Cultural field surveys, data reviews and reports are not included in this proposal.

### **2.1.2 Optional Utility Potholing**

If requested, UES will subcontract and coordinate vacuum extraction services to locate potential utility conflicts. It is understood that up to 3 utility locations may need to be confirmed prior to construction. UES will retain a vacuum extraction contractor to excavate approximately 5 to 10 feet of soil material, at locations designated by the client, in an attempt to expose existing utility pipes or conduits. UES plans on subcontracting SWI Underground Inc. (SWI) to provide the



vacuum extraction service. We propose to perform one day of soft-dig/hydro-excavation service using non-destructive methods only at the three utility locations, based on Missouri One Call (DIGRITE) markings. Because the locations have not been selected at the time of this proposal, the cost for pavement coring has not been included. If the planned locations are within an existing roadway, the surface pavement will need to be cored using a pavement coring machine and an additional rate.

UES will provide onsite personnel to provide SWI direction in the field and document the types and sizes of the exposed utility. We understand that the project surveyor will be onsite during vacuum extraction to survey the location and elevation of exposed utilities. Once the exposed utility has been surveyed, SWI will backfill the area with sand and patch the pavement section with cold patch/quick set mix to match the surrounding pavement.

UES will prepare a letter report that will summarize the field observations by the engineer/geologist on-site during the vacuum extraction services. The report will include the size of the utility, depth, and type of conduit, photographs of the exposed line, and a sketch of vacuum extraction locations. Maps included in the letter report will be strictly from surveyed data that would need to be provided by the project surveyor.

#### **POTHOLING SCHEDULE AND FEE BASIS**

Coordination of vacuum extraction locations and utility notification as required by law will take two days to complete. Vacuum extraction efforts will take an additional day, weather permitting. Our services will be provided on a cost-plus fixed fee (CPFF) basis. Attached is a fee estimate for our services.

This sum includes coordinating and contracting SWI to perform one day of Vacuum extraction services. This proposal does not include pavement coring. If locations within existing pavement need to be explored, a per-core cost of Six Hundred Thirty Dollars (\$630.00) for each additional pavement core and patching will be invoiced.

#### **3.0 GEOTECHNICAL EXPLORATION SCHEDULE AND FEE**

Coordination of boring locations and utility notification as required by law will take two days to complete. Drilling will take an additional three days, weather permitting, and laboratory testing will be completed approximately two to three weeks after completion of field work. Our report will be submitted within three to four weeks following completion of the fieldwork. Our findings and recommendations can be provided throughout the course of the project as test results and analyses are completed. Our services will be provided on a cost-plus fixed fee (CPFF) basis. Attached is a fee estimate for our services.

This proposal and fee estimate have been prepared using UES's standard fee schedule and with the assumption that UES's Terms will be used as the contract mechanism. UES reserves the right to revise this proposal and increase our fee estimate, at any time, if our Terms are not used or if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the



Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in UES's scope of services.

**4.0 ACCEPTANCE**

Our services will be performed in accordance with the attached Terms for UES's Services (Terms). If this proposal, including the contractual terms, is acceptable, please sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed. For the optional service(s), please initial the corresponding lines in the Optional Services Section at the end of this proposal to designate whether those services are authorized or not.

\* \* \* \* \*

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Very truly yours,

UES

Adam C. Emerick, E.I.  
Project Manager

Brian J. Sanders, P.E.  
Senior Project Manager

ACE/BJS:ace/jlf

- Enclosures: GBA's Important Information about This Geotechnical Engineering Proposal
- Terms for UES's Services
- Exploration Summary
- Geotechnical Exploration Fee Estimate
- Wetland Delineation Fee Estimate
- Potholing Fee Estimate

**Authorization for Optional Services**

Please initial next to the authorized optional services and sign in the space below.

\_\_\_\_\_ Please provide Wetland Delineation services.

\_\_\_\_\_ Please provide Utility Potholing services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Important Information about This

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

### Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

### Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

### Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your Geotechnical Engineer for Additional Assistance**

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)

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# TERMS FOR GEOTECHNOLOGY'S SERVICES

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## 1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, LLC (Geotechnology)**, hereinafter referred to as GEOTECHNOLOGY, and **Intuition & Logic, Inc.** hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **P046083.01**, dated **June 28, 2024** and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 30 days from **June 28, 2024**.
- d. The technical pricing information contained in this PROPOSAL submitted by GEOTECHNOLOGY is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOTECHNOLOGY.
- e. It is intended by the parties to this AGREEMENT that GEOTECHNOLOGY'S services in connection with the project shall not subject GEOTECHNOLOGY'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GEOTECHNOLOGY, a Missouri corporation, and CLIENT expressly waives CLIENT's rights against any of GEOTECHNOLOGY'S employees, officers or directors.

## 2 - STANDARD OF CARE

- a. CLIENT recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. GEOTECHNOLOGY offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GEOTECHNOLOGY makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by GEOTECHNOLOGY.

## 3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY arising from damage done to subterranean structures and utilities not identified or accurately located.

## 4 - CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by GEOTECHNOLOGY at the commencement of this AGREEMENT, GEOTECHNOLOGY shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and GEOTECHNOLOGY shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

## 5 - SAMPLES AND CUTTINGS

- a. GEOTECHNOLOGY will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are CLIENT's responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. CLIENT shall take custody of all monitoring wells, probe holes and borings installed by GEOTECHNOLOGY and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at CLIENT'S expense.

## 6 - OBSERVATION

- a. CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, CLIENT shall retain GEOTECHNOLOGY to observe construction when GEOTECHNOLOGY has provided engineering services. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and



recommendations on which their work is based. Should GEOTECHNOLOGY for any reason not provide construction observation during the implementation of GEOTECHNOLOGY'S plans, specifications, and recommendations, or should CLIENT restrict GEOTECHNOLOGY'S assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY, and indemnify, defend, and hold GEOTECHNOLOGY and its affiliated companies harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GEOTECHNOLOGY.

- b. If GEOTECHNOLOGY is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, GEOTECHNOLOGY will report observations and professional opinions to CLIENT. No action of GEOTECHNOLOGY'S site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNOLOGY will report to CLIENT observed conditions related to services for which GEOTECHNOLOGY has been retained to perform which, in GEOTECHNOLOGY'S professional opinion, do not conform with plans and specifications. GEOTECHNOLOGY has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY'S presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.
- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

## 7 - JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY and its affiliated companies harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

## 8 - BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable thirty (30) days from the date of the invoice. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The

absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.

- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

## 9 - TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

## 10 - ALLOCATION OF RISK

### 10.1 LIMITATION OF LIABILITY

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party

### 10.2 INDEMNIFICATION

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2 (a) above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.
- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third-party liability as described in Paragraph 10.2 (b) above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

**11 - CONTINUING AGREEMENT**

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

**12 - PREVAILING WAGE AND UNION MEMBERSHIP**

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY and its affiliated companies from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

**13 - THIRD PARTY RELIANCE UPON REPORTS**

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

**14 - NON-SOLICITATION OF EMPLOYEES**

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

**15 - DISPUTES RESOLUTION**

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
  - (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
  - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

**16 - GOVERNING LAW AND SURVIVAL**

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**17 - SUCCESSORS AND ASSIGNS**

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

**18 - OTHER PROVISIONS**

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

**19 - FUTURE SERVICES**

a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

**20 - SIGNATURES**

a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

**Intuition & Logic, Inc.**

**Geotechnology, LLC**

\_\_\_\_\_(Signature)

\_\_\_\_\_(Signature)

By: \_\_\_\_\_(Print Name)

By: Brian J. Sanders (Print Name)

Position: \_\_\_\_\_

Position: Senior Project Manager

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

Date: June 28, 2024



P046083.01

**EXPLORATION SUMMARY  
SPORTS PARK GREENWAY IMPROVEMENTS  
O'FALLON, MISSOURI**

Boring	Location	Foundation Type	DRILLING				LAB TESTING							
			Boring Depth (feet)	Soil Drilling (feet)	Rock Core (feet)	Pave Core (each)	Drilling Duration (day)	MC	AL	UU	CU	Boring Log (per page)	Rock QU	Rock Photo (per box)
1	Ped Bridge		60	50	10	0	1	12	1	1		2	2	1
2	Ped Bridge/Culvert		60	50	10	0	1	12	1	1	1	2	2	1
3	Vehicular Bridge		60	50	10	0	1	12	1	1		2	2	1
4	Vehicular Bridge		60	50	10	0	1	12	1	1	1	2	2	1
TOTALS				200	40	0	4	48	4	4	2	8	8	4



June 28, 2024  
P046083.01

**GEOTECHNICAL EXPLORATION FEE ESTIMATE  
SPORTS PARK GREENWAY IMPROVEMENTS  
O'FALLON, MISSOURI**

**FEE:**

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>	<u>EXTENSION</u>	<u>TOTAL</u>
<b><u>I. Rotary Drilling Services</u></b>					
Premobilization Site Visit Mileage	Miles	90	\$0.670	\$60.30	
Mobilization	Each	1	\$1,000.00	\$1,000.00	
Drill Rig and 2-Man Crew	Day	4	\$2,500.00	\$10,000.00	
Support Vehicles - Water	Day	4	\$105.00	\$420.00	
Support Vehicles - Field Engineer/Logger	Day	4	\$85.00	\$340.00	
Daily Drill Rig Fuel Surcharge	Day	4	\$60.00	\$240.00	
ATV Rig Surcharge	Day	4	\$194.00	\$776.00	
Standby (Laying Mats)	Each	6	\$150.00	\$900.00	
Shelby Tubes	Each	8	\$71.00	\$568.00	
			<b>Drilling Subtotal:</b>		<b>\$14,304.30</b>
<b><u>II. Laboratory Testing</u></b>					
Water Content (Soil)	Each	48	\$8.00	\$384.00	
Extrusion of Shelby Tube	Each	8	\$20.00	\$160.00	
Atterberg Limit	Each	6	\$66.00	\$396.00	
Unconsolidated Undrained Triaxial (soil)	Each	4	\$116.00	\$464.00	
Consolidated Undrained Triaxial (soil)	Point	0	\$331.00	\$0.00	
Unconfined Compression (rock)	Each	6	\$142.00	\$852.00	
Consolidated Undrained Triaxial (soil)	Each	2	\$1,041.00	\$2,082.00	
Boring Log (40 feet per sheet)	Sheet	6	\$35.00	\$210.00	
			<b>Laboratory Testing Subtotal:</b>		<b>\$4,548.00</b>
<b>Labor:</b>					
<b><u>I. Premobilization/Drilling Activities</u></b>					
Permit Application, Site Recon, Utility Notifications, Coordination & Access	Hour	6	\$35.00	\$210.00	
Drilling Management	Hour	2	\$55.00	\$110.00	
<b><u>II. Engineering, Analyses &amp; Report</u></b>					
Principal	Hour	2	\$65.00	\$130.00	
Project Manager	Hour	8	\$60.00	\$480.00	
Senior Project Engineer	Hour	30	\$50.00	\$1,500.00	
Engineer/Staff Geologist (log)	Hour	32	\$35.00	\$1,120.00	
Lab Staff Support (Core Photographs)	Hour	4	\$35.00	\$140.00	
CADD Specialist	Hour	4	\$30.00	\$120.00	
Word processor	Hour	2	\$25.00	\$50.00	
			<b>Subtotal Raw Labor</b>		<b>\$3,860.00</b>
			<b>Overhead on Raw Labor at 161.91%</b>		<b>\$6,249.73</b>
			<b>Subtotal Raw Labor + Overhead on Raw Labor</b>		<b>\$10,109.73</b>
			<b>Fixed Fee at 14.8%</b>		<b>\$1,496.24</b>
			<b>FCCM at 0.23% on Raw Labor Only</b>		<b>\$8.88</b>
			<b>Direct Labor Total</b>		<b>\$11,614.84</b>
			<b>Geotechnical Services Total:</b>		<b>\$30,467.14</b>



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**WETLAND DELINEATION FEE ESTIMATE  
SPORTS PARK GREENWAY IMPROVEMENTS  
O'FALLON, MISSOURI**

<u>FEE:</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>	<u>EXTENSION</u>	<u>TOTAL</u>
<b>I. Direct Cost</b>						
	Rental Vehicle	Day	3	\$80.00	\$240.00	
	Fuel	Gallons	14	\$3.50	\$49.00	
	Hotel	Day	2	\$150.00	\$300.00	
	Meals	Day	2	\$42.00	\$84.00	
	Field Supplies	Day	3	\$15.00	\$45.00	
				<b>Direct Cost Total</b>	<b>\$718.00</b>	
<b>II. Labor</b>						
<b><u>Engineering, Analyses &amp; Report</u></b>						
	Principal	Hour	3	\$57.46	\$172.38	
	Senior Wetland Scientist	Hour	62	\$37.50	\$2,325.00	
	CADD Specialist	Hour	6	\$33.75	\$202.50	
	Word processor	Hour	1	\$26.25	\$26.25	
				<b>Subtotal Raw Labor</b>	<b>\$2,726.13</b>	
				<b>Overhead on Raw Labor at 161.91%</b>	<b>\$4,413.88</b>	
				<b>Subtotal Raw Labor + Overhead on Raw Labor</b>	<b>\$7,140.01</b>	
				<b>Fixed Fee at 14.8%</b>	<b>\$1,056.72</b>	
				<b>FCCM at 0.23% on Raw Labor Only</b>	<b>\$6.27</b>	
				<b>Direct Labor Total</b>	<b>\$8,203.00</b>	
				<b>Direct Cost Total</b>	<b>\$718.00</b>	



June 28, 2024  
P046083.01

UTILITY POTHOLING FEE ESTIMATE  
SPORTS PARK GREENWAY IMPROVEMENTS  
O'FALLON, MISSOURI

<u>FEE:</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>	<u>EXTENSION</u>	<u>TOTAL</u>
<b>I. Rotary Drilling Services</b>						
	Premobilization Site Visit Mileage	Miles	90	\$0.670	\$60.30	
	Support Vehicles - Field Engineer/Logger	Day	1	\$85.00	\$85.00	
					<b>Drilling Subtotal:</b>	<b>\$145.30</b>
<b>II. Direct Cost</b>						
<b>SWI Underground, Inc.</b>						
	Potholing	Allowance	1	\$4,000.00	\$4,000.00	
					<b>Direct Cost Subtotal:</b>	<b>\$4,000.00</b>
<b>Labor:</b>						
<b>III. Engineering, Analyses &amp; Report</b>						
	Principal	Hour	1	\$65.00	\$65.00	
	Project Manager	Hour	2	\$60.00	\$120.00	
	Senior Project Engineer	Hour	5	\$50.00	\$250.00	
	Engineer/Staff Geologist (log)	Hour	8	\$35.00	\$280.00	
	Lab Staff Support (Core Photographs)	Hour		\$35.00	\$0.00	
	CADD Specialist	Hour	2	\$30.00	\$60.00	
	Word processor	Hour	2	\$25.00	\$50.00	
					<b>Subtotal Raw Labor</b>	<b>\$825.00</b>
					<b>Overhead on Raw Labor at 161.91%</b>	<b>\$1,335.76</b>
					<b>Subtotal Raw Labor + Overhead on Raw Labor</b>	<b>\$2,160.76</b>
					<b>Fixed Fee at 14.8%</b>	<b>\$319.79</b>
					<b>FCCM at 0.23% on Raw Labor Only</b>	<b>\$1.90</b>
					<b>Direct Labor Total</b>	<b>\$2,482.45</b>
					<b>Geotechnical Services Total:</b>	<b>\$6,627.75</b>



## ATTACHMENT C

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

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#### INSTRUCTIONS FOR CERTIFICATION

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

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

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

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

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

## ATTACHMENT D

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

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#### INSTRUCTIONS FOR CERTIFICATION

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

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**Attachment 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):** Intuition & Logic Engineering, Inc.

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

**Project Name:** Dardenne Greenway: Sports Park to Bluebird Meadow Park

**Project Number:** TAP-5401(724)

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: Tim Dean

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

Signature: 

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

Date: 8/12/24