

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CITY-CONSULTANT AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. (D/B/A GBA) FOR ENGINEERING DESIGN OF THE ROUTE 100 J-TURN PROJECT IN THE CITY.**

**WHEREAS**, the City of Wildwood has identified a need for safety improvements at multiple intersections along State Route 100 within the City; and

**WHEREAS**, the City Council, as part of the City’s Capital Projects Fund for 2023, set aside funds for the engineering design of J-Turns to be constructed on State Route 100 at the intersections with Pond Road and State Route T (St. Albans Road) (hereinafter “Project”); and

**WHEREAS**, the Department of Public Works (hereinafter “Department”) lacks staff with the specialized training, expertise or equipment necessary to complete the surveying, engineering design and plans for the Project; and

**WHEREAS**, the Department solicited to accept letters of interest from qualified engineering firms to complete the surveying, engineering design and plans for the Project; and

**WHEREAS**, after reviewing three letters of interest that were submitted by engineering firms, George Butler Associates, Inc., (hereinafter “Consultant”) was selected as the most qualified firm by the Department to complete the engineering design of the Project; and

**WHEREAS**, the Consultant submitted a proposal, which included a scope of work and fee estimate, to complete the engineering design of the Project; and

**WHEREAS**, the Department reviewed the Consultant’s Proposal and found it to meet the Department’s requirements to complete the engineering design of the Project; and

**WHEREAS**, on October 24, 2023, the Administration and Public Works Committee of the City discussed the Proposal and agreed that the Consultant has the best level of experience, having successfully completed similar projects, and recommended that the Consultant be selected to complete the engineering design of the Project; and

**WHEREAS**, the City Council of the City finds and determines that it is to the benefit of the City to enter into a City-Consultant Agreement with the Consultant to complete the engineering design of the Project.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:**

**Section One.** That the form, terms, and provisions of the City-Consultant Agreement by and between the City of Wildwood, Missouri, and GBA, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and are hereby approved and the Mayor is

hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

**Section Two.** The total aggregate expenses and liability of the City under the Agreement authorized pursuant to Section One of this Ordinance, shall not exceed a contract amount of Three Hundred Seventy Thousand, Six Hundred Ninety Six and 46/100 Dollars (\$370,696.46), except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this Ordinance of Three Hundred Eighty Five Thousand Dollars (\$385,000.00).

**Section Three. Savings.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

**Section Four. Severability.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

**Section Five.** This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this 14th day of December, 2023, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

  
\_\_\_\_\_  
Presiding Officer

  
\_\_\_\_\_  
James R. Bowlin, Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

ATTEST:  
  
\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**SPONSOR: CITY OF WILDWOOD****LOCATION: ROUTE 100****PROJECT: SL0091**

*THIS CONTRACT* is between City of Wildwood, Missouri, hereinafter referred to as the "Local Agency", and George Butler Associates, Inc (d/b/a GBA). with offices located at 16305 Swingley Ridge Rd, Suite 300, Chesterfield, MO 63017 hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its 2023-2027 Transportation Improvement Program MoDOT Cost Share funds, coordinated through the Missouri Department of Transportation, the Local Agency intends to improve safety along Route 100 with the addition of Restricted Crossing U-Turns referred to herein as "J-Turns" at two intersections and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

See **Attachment A**, incorporated herein.

**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 16% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 23% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME	STREET ADDRESS	SERVICE TYPE	TOTAL VALUE OF DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO DBE GOAL	% SUBCONTRACTOR DOLLAR VALUE APPLICABLE TO TOTAL GOAL
EFK Moen, LLC	13523 Barret Parkway Dr Suite 250 St. Louis, MO 63021	Surveying and Design	\$63,049.12	\$63,049.12	100%
Millennia Professional Services	6439 Plymouth Avenue Suite W-129 St. Louis, MO 63133	Geotechnical Services	\$20,873.20	\$12,373.20	59%

### **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 shall be submitted to MoDOT by October 14, 2024
- 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 \$32,064.19, with a ceiling established for said design services in the amount of \$363,189.58, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$0.00, with a ceiling established for said inspection services in the amount of \$0.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment A. 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 182.98% 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 administrative overhead based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, and including the Facilities Capital Costs of Money Rate (FCCM), plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **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>
EFK Moen	13523 Barrett Parkway Dr Suite 250 St. Louis, MO 63021	Surveying & Design
Millennia Professional Services	6439 Plymouth Avenue Suite W-129 St. Louis, MO 63133	Geotechnical
Alynix, LLC	15501 W 100 <sup>th</sup> Terrace Lenexa, KS 66219	Aerial LiDAR

## **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 A 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.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

**ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service and Estimate of Cost

Attachment B – Not Used

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

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

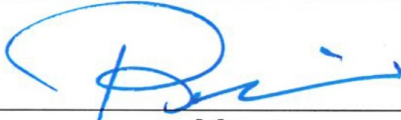
Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 8.00 day of December, 2023.

Executed by the City this 11th day of December, 2023.

FOR: CITY OF WILDWOOD, MISSOURI

BY:   
Mayor

ATTEST:   
City Clerk

FOR: GBA, INC.

BY:   
Principal

DocuSigned by:  
Mike Erdtmann  
DBBE7BE22AED453...

ATTEST:   
401ECBA09B324BE...

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.

  
CITY ADMINISTRATOR

## **ATTACHMENT A**

### **Scope of Services and Estimate of Cost**

**ESTIMATED COST PLUS FIXED FEE**  
**Wildwood Proj. No. SL0091**  
**Route 100 J-Turns at Pond Road and Route T Intersections**  
**12/4/2023**

**Direct Labor**

	Hours		Rate		Total Labor
Principal	45	\$	84.00	\$	3,780.00
Sr. Assoc	18	\$	72.00	\$	1,296.00
Associate	25	\$	67.00	\$	1,675.00
Project Leader (MG)	307	\$	56.00		17,192.00
Project Leader (NC)	243	\$	50.00		12,150.00
Project AES	147	\$	44.00	\$	6,468.00
Design AES	48	\$	40.00	\$	1,920.00
Staff AES	689	\$	34.00	\$	23,426.00
Sr Tech	176	\$	41.00	\$	7,216.00
LS Specialist	50	\$	42.50	\$	2,125.00
Survey Tech 2	24	\$	25.50	\$	612.00
Survey Tech 1	24	\$	22.00	\$	528.00
Design Tech	120	\$	27.50	\$	3,300.00
Sr Admin Asst	14	\$	30.00	\$	420.00
<b>Subtotal</b>	<b>1,930</b>				<b>82,108.00</b>
 <b>TOTAL LABOR</b>	 1,930			 \$	 82,108.00
Overhead on Direct Labor @ 182.98%				\$	150,241.22
FCCM @ .16%					188.85
Fixed Fee @ 13.8%				\$	32,064.19
 <b>Expenses</b>					
Subconsultant - EFK				\$	63,049.12
Subconsultant - Millennia				\$	20,873.20
Subconsultant (Alynix - Aerial LiDAR)				\$	12,900.00
Vehicle Expense (1 trip, 500 miles round trip @ .56/mile)				\$	280.00
Per-Diem & Hotel for GBA Survey (1 night, 2 days, 2-man crew)				\$	1,135.00
Public Meeting Exhibits Printing/Mounting & Survey Printing				\$	350.00
<b>Subtotal</b>					<b>98,587.32</b>
<b>TOTAL ESTIMATED FEE</b>				<b>\$</b>	<b>363,189.58</b>

**JOB COST ESTIMATING FORM**

**EXHIBIT III**

George Butler Associates, Inc.  
 Wildwood Proj. No. SL0091  
 Route 100 J-Turns at Pond Road and Route T Intersections

CLASSIFICATION	#Sheets	Principal	Sr. Assoc	Associate	Project Leader (MG)	Project Leader (NC)	Project AES	Design AES	Staff AES	LS Specialst	Sr Tech	Design Tech	Survey Tech 2	Survey Tech 1	Sr Admin Asst
<b>Task 1 - Data Collection (Survey &amp; Aerial Imagery)</b>															
<b>Subtask 1 - Mobile LIDAR</b>															
Mobile LIDAR															
Coordinate coverage, targets, and schedule	1									16					1
Collection													24	24	
Extraction											120	120			
Review aerial/mobile LIDAR data compilation, discuss needs for field survey pickup										12	24				
Exports & Deliverables											8				
Surface Creation											24				
Surface QA/QC										4					
Roadway Coordination					4										
<b>Subtask 1 - Subtotal</b>		0	0	0	4	0	0	0	0	32	176	120	24	24	1
<b>Task - 1 Subtotal</b>		0	0	0	4	0	0	0	0	32	176	120	24	24	1
<b>Task 2 - Preliminary Design</b>															
<b>Subtask 1 - Project Management</b>															
General Management, Supervision, Staffing, Scheduling, and Coordination		4			24										
Schedule, attend, lead, and prepare minutes for up to 3 Monthly Progress Meetings with City					5	3									
Schedule, attend, lead, and prepare minutes for up to 2 Core Team Meetings (City & MoDOT)	3				6	3									
External Project Kickoff Meeting (GBA, City, & MoDOT)	1				2	1									
Internal Design Kickoff Meeting (GBA Only)					2	1	1		1						
Provide Monthly Invoices and Progress Reports					6										6
Project Administration/Correspondence (emails, letters, phone calls, project records)	2				16	4									
QA/QC Reviews	2		2		8	8	2								
<b>Subtask 1 - Subtotal</b>		12	0	2	69	20	3	0	1	0	0	0	0	0	6
<b>Subtask 2 - Roadway</b>															
<b>Plan Set</b>															
Title Sheet	1					1			4						
Typical Sections	4				2	4			12						
Plan/Plan Sheets (50 Scale)	6	2			4	16			60						
Cross Sections (100' intervals)	36					8			24						
Roadway Geometrics Basefile & Refinement of J-Turn Layouts		2			2	8			24						
Geometric Review (Sight Distance Checks, AutoTurn)						4	8								
Create Horizontal Alignments and Vertical Profiles, 3D						2			4						
Create 3D corridors						16			40						
<b>Utility Coordination</b>															
Make Initial Contact & Receive/Review Maps					4				4						
Create color coded display of project area and affected utilities						2			8						
Coordination of Potential Impacts					8				4						
Review Plans of Adjustment and Provide Comments					6	4			4						
Hold 1 Utility Coordination Meeting					4	1			1						
Calculate Roadway Quantities						4			16						
Creation of Engineer's Estimate					2	4			4						
Prepare and Submit Preliminary Plans and Estimate to City & MoDOT					2	2			4						
Review City & MoDOT Comments and Provide Response	1				2	2									
Revise Plans Based on City & MoDOT Preliminary Plan Comments						4			8						
<b>Subtask 2 - Subtotal</b>		5	0	0	36	82	8	0	221	0	0	0	0	0	0
<b>Subtask 3 - Traffic</b>															
Preliminary Staging Layout					4		16								
Preliminary Pavement Marking Layout				1	1		8		24						
Calculate Traffic Quantities				1	1		2		4						
Creation of Engineer's Estimate					1		2		2						
Prepare and Submit Preliminary Plans and Estimate to City & MoDOT						2			2						
Review City & MoDOT Comments and Provide Response					2	4			4						
<b>Subtask 3 - Subtotal</b>		0	0	2	9	0	34	0	34	0	0	0	0	0	0
<b>Subtask 4 - Drainage &amp; Environmental</b>															
Culvert, Inlet, & Ditch Analysis						2		12	2						
Storm Sewer & Ditch Layout (Plan View)						2		8							
Water Quality Analysis and BMP Evaluation				4				16							
Agency Coordination (USFWS and MDC)			2						2						
Prepare and Submit Initial MoDOT Request for Environmental Review (RER)			8		4				8						
<b>Subtask 4 - Subtotal</b>		0	10	4	4	4	0	36	2	10	0	0	0	0	0
<b>Subtask 5 - Public &amp; Stakeholder Involvement</b>															
Prepare For and Attend 2 Stakeholder Meetings		4			8	8									
Prepare and Print Exhibits for Public Open House					4	4		16							
Attend Public Open House		4			4	4									
Review Public Feedback and Discuss with City		1			2	2									
<b>Subtask 5 - Subtotal</b>		9	0	0	18	18	0	0	16	0	0	0	0	0	0
<b>Task 2 - Subtotal</b>		26	10	8	136	124	45	36	274	10	0	0	0	0	6
<b>Task 3 - Right of Way Design</b>															
<b>Subtask 1 - Right of Way</b>															
Excluded - See Assumptions															
<b>Subtask 1 - Subtotal</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Task 3 - Subtotal</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0



**JOB COST ESTIMATING FORM**

**EXHIBIT III**

George Butler Associates, Inc.  
 Wildwood Proj. No. SL0091  
 Route 100 J-Turns at Pond Road and Route T Intersections

CLASSIFICATION	Scheds	Principal	Sr. Assoc	Associate	Project Leader (MG)	Project Leader (NC)	Project AES	Design AES	Staff AES	LS Specialist	Sr Tech	Design Tech	Survey Tech 2	Survey Tech 1	Sr Admin Asst
<b>Task 4- Final Design</b>															
<b>Subtask 1 - Project Management</b>															
General Management, Supervision, Staffing, Scheduling, and Coordination		4			32		2								
Schedule, attend, lead, and prepare minutes for up to 3 Monthly Progress Meetings with City					5	3									
Schedule, attend, lead, and prepare minutes for up to 2 Core Team Meetings (City & MoDOT)		3			6	3									
Provide Monthly Invoices and Progress Reports					6										6
Internal Coordination meeting including subconsultant					4	2	2								
Project Administration/Correspondence (emails, letters, phone calls, project records)		2			20	4									
Draft Final QA/QC Reviews		2		2	6	4	2								
Final QA/QC Reviews		2		1	4	4	2								
<b>Subtask 1 - Subtotal</b>		<b>13</b>	<b>0</b>	<b>3</b>	<b>83</b>	<b>20</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>Subtask 2 - Roadway</b>															
<b>Plan Production</b>															
Update Title Sheet		1				1			1						
Update Typical Sections		4				4			4						
Summary of Quantities Sheets		5			2	4			12						
Update Plan/Plan Sheets		6			4	16			48						
Coordinate & Reference Point Sheets		2				1			4						
Special Sheets - Intersection/Warping Details (1"=10')		6				24			48						
Special Sheets - (Misc. J-Turn Details, Water Quality/BMPs)		4				4			16						
Update Cross Sections (100' intervals w/ earthwork)		36				4			24						
Refinement of 3D Model						8			16						
<b>Utility Coordination</b>															
Incorporate Utility Relocations into Roadway Plans						2			6						
General Coordination of utility relocation timelines and provide roadway updates					8										
<b>Final Quantity Calculations &amp; Tabulation</b>															
Update Engineer's Estimate & Coordination with EFK/Traffic/WEG Groups		1			4	2			2						
Compile Project Manual (MoDOT Boilerplate w/ Required Bid Docs)		1			12	2									
Compile Job Special Provisions					4	2									
Work Day Study					4	1									
Prepare and Submit Draft Final PS&E to City & MoDOT (unsigned/unsealed)					2	2			4						
Review City & MoDOT Comments and Provide Response		1			4										
Revise Plans Based on City & MoDOT Draft Final Comments		1				4			24						
Revise Estimate Based on City & MoDOT Draft Final Comments		1				2									
Prepare and Submit Final PS&E Plans and Estimate to City & MoDOT (signed/sealed)					2				4						
<b>Subtask 2 - Subtotal</b>		<b>5</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>91</b>	<b>0</b>	<b>0</b>	<b>237</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Subtask 3 - Traffic</b>															
<b>Traffic Control - Staging Layout and Plans</b>															
Traffic Control - Details				2	8		24		60						
Sign layout, w/ call outs				2			12		32						
Sign detail sheets							4		8						
Pavement marking layouts				2			8		24						
Pavement marking details							2		4						
Calculate Traffic Quantities				2	2		16		24						
Lighting Sheet Review ( from EFK)				4	2		2								
Update Engineer's Estimate							4								
Compile Job Special Provisions							2								
Prepare and Submit Draft Final PS&E to City & MoDOT (unsigned/unsealed)							2		2						
Review City & MoDOT Comments and Provide Response					2		4								
Revise Plans Based on City & MoDOT Draft Final Comments					2		4		6						
Revise Estimate Based on City & MoDOT Draft Final Comments					1		2								
Prepare and Submit Final PS&E Plans and Estimate to City & MoDOT (signed/sealed)							2		2						
<b>Subtask 3 - Subtotal</b>		<b>0</b>	<b>0</b>	<b>12</b>	<b>17</b>	<b>0</b>	<b>92</b>	<b>0</b>	<b>166</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Subtask 4 - Drainage &amp; Environmental</b>															
<b>Storm Sewer Profile Sheets</b>															
3D Model Drainage & culverts				2		2		8							
Drainage - Culvert, inlet, & ditch adjustments in plan view						2		4							
Erosion Control Review and Coordination (from EFK)					1	2									
Update and Finalize MoDOT Request for Environmental Review (RER)			8		4				8						
<b>Subtask 4 - Subtotal</b>		<b>0</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>8</b>	<b>0</b>	<b>12</b>	<b>12</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task 4 - Subtotal</b>		<b>18</b>	<b>8</b>	<b>17</b>	<b>151</b>	<b>119</b>	<b>100</b>	<b>12</b>	<b>415</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>

JOB COST ESTIMATING FORM															EXHIBIT III
George Butler Associates, Inc.															
Wildwood Proj. No. SL0091															
Route 100 J-Turns at Pond Road and Route T Intersections															
CLASSIFICATION	#Shoebts	Principal	Sr. Assoc	Associate	Project Leader (MG)	Project Leader (NC)	Project AES	Design AES	Staff AES	LS Specialist	Sr Tech	Design Tech	Survey Tech 2	Survey Tech 1	Sr Admin Asst
<b>Task 5 - Bidding Services</b>															
<b>Subtask 1 - Bidding Period Services</b>															
Prepare for and Attend Pre-Construction Conference		1			4										
Answer contractor questions during bidding, provide addendums as needed					4		2								
General Management, Administration, and Coordination					8										1
<b>Subtask 1 - Subtotal</b>		1	0	0	16	0	2	0	0	0	0	0	0	0	1
<b>Task 5 - Subtotal</b>		1	0	0	16	0	2	0	0	0	0	0	0	0	1
<b>Total:</b>		45	18	25	307	243	147	48	689	50	176	120	24	24	14

Assumptions

- 1 First stakeholder meeting is to understand current use, routes, and major concerns. Second stakeholder meeting is to present design and discuss impacts.
- 2 Construction Period Services (CPS) can be added after bid is awarded. GBA can work with City, MoDOT, and Contractor to determine CPS expectations and scope.
- 3 RER anticipates no detailed surveys or permits needed for farmland, streams/wetlands, floodplains, endangered species, migratory birds, hazardous waste, noise, historic/cultural resources, and public lands.
- 4 RER assumes historic/cultural resources will be covered under minor projects programmatic agreement and not require SHPO Section 106 submittal.
- 5 Design and Construction will follow MoDOT standard specifications for roadway construction
- 6 Fee assumes 1 round of review for City & MoDOT per phase

Exclusions

- 1 Sign Cross Sections
- 2 Profile view of Route 100 J-Turns
- 3 Right of Way Plans - No takings anticipated. If takings are required, right of way design will be added for an additional fee.



## Millennia Professional Services

6439 Plymouth Avenue, Suite W-129, St. Louis, Missouri, 63133 314-531-3981

October 6, 2023  
Proposal No. 230927

Matt Graviett, PE  
GBA  
16305 Swingley Ridge Road, Suite 300  
Chesterfield, Missouri 63017

**Subject:** Proposal for Geotechnical Services  
Route 100 J-Turns  
Wildwood, Missouri

Dear Mr. Graviett:

### Introduction

Millennia Professional Services (Millennia) is pleased to submit this proposal to GBA, to provide geotechnical services for use in the design and construction as part of the Route 100 J-Turns project in Wildwood, Missouri. Our understanding of the project is based on information provided by your office, along with our experience with similar projects and geologic settings. Millennia is a certified MBE/DBE firm, prequalified by MoDOT and other agencies.

### Project Description

Millennia understands the project will consist of the design and reconstruction of lane widenings and J-turns along Route 100, from Boones Lane to Highway 109 in Wildwood, Missouri. Grade changes are understood to be minimal, with cuts and fills of less than two feet.

### Scope

The purpose of the geotechnical study will be to obtain information concerning subsurface conditions at the site to form conclusions and make engineering recommendations for the following geotechnical considerations:

- A general geologic reconnaissance of the site to observe for geotechnical conditions that might affect the design, construction, and performance of the structures.
- The location and description of any potentially deleterious materials encountered at the boring locations that may interfere with construction progress or structure performance.
- Recommended parameters for pavement design, including estimated California Bearing Ratio (CBR) value, and subgrade modulus (k-value).
- Estimated design pavement thicknesses.
- The potential impact of groundwater on the design and construction, if encountered.

- The potential impact of shallow bedrock on the design and construction, if encountered.
- The suitability of the on-site materials for use as fill and backfill, including engineering criteria for the placement of those materials.
- Recommended observation, documentation and materials testing programs during construction of the structure.

### **Exploration**

Millennia proposes an exploration program consisting of twelve (12) soil borings. The borings will be drilled to a depth of 5 feet. Based on the preliminary plans provided by GBA, Millennia proposes that 12 of the borings be drilled through the existing pavement along Route 100, as well as at median areas. The pavement section will be cored using a diamond tipped core barrel and the underlying subbase material thicknesses will be measured as well.

Split-spoon and Shelby tube samples will be recovered at the boring locations, as appropriate. Samples will be attempted at intervals of 2.5 feet. Hand penetrometer measurements will be taken on each cohesive sample in the field, and observations for the presence of groundwater will be documented for each boring location.

### **Laboratory Testing**

A program of laboratory testing will be performed on the samples collected from the borings. Laboratory tests will include visual classification, natural moisture content, dry unit weight, Atterberg limits, and unconfined compressive strength on soil samples.

### **Assumptions and Clarifications**

In preparing the scope of work for this proposal, Millennia has made the following assumptions and clarifications:

1. Millennia's drilling subcontractor will contact Missouri One Call for utility clearance at the boring locations. Private utilities, such as underground sprinkler systems or buried electric lines serving roadway or parking lot lights, must be marked by the property owners. Millennia will adjust the boring locations as appropriate, but we are not responsible for utilities that are uncharted or mislocated.
2. Millennia will mark the boring locations at locations to be agreed upon with GBA. The locations will not be marked by professional survey and will therefore, be approximate. Adjustments to some boring locations may be necessary in consideration of utilities or access issues.
3. Millennia assumes the City will provide access to any private properties along the proposed roadway alignment, if needed.
4. The borings will be backfilled with cuttings and sand upon completion. The boreholes will be patched with fast setting concrete, if in pavement.
5. Any debris generated from our operations will be cleaned up and removed. Millennia will take reasonable precautions to minimize disturbance to site; however, we have not included effort or budget to return the site to "original condition".
6. We have assumed any fees associated with obtaining a permit for the work will be waived by the City.

Proposal No. 230927

Millennia Professional Services

7. We have included costs for traffic control that could include an arrow board or flagmen.

**Fees**

Millennia's work will be performed on a cost-plus fixed fee basis. Based on our understanding of the project and the requested scope of work, and assuming no unusual subsurface conditions are encountered, the total fee to complete the geotechnical work will not exceed \$20,873.20. Of this fee, approximately \$8,500 will be performed by a non-DBE subcontracted driller. The maximum estimated fee will not be exceeded without authorization by GBA.

**Schedule of Work**

Millennia anticipates that field work can begin within two weeks of authorization to proceed, depending on personnel availability and weather conditions. We anticipate the field exploration will require approximately three to four days to complete. The data report of our findings will be issued within two weeks after the completion of the field work.

**Closing**

We will perform only those services outlined herein. GBA and Millennia may subsequently agree in writing to provide additional services under this agreement for additional compensation. We appreciate this opportunity to be of service to you and would be pleased to discuss any aspect of this report with you at your convenience

Sincerely,

**Millennia Professional Services**

  
Jacob A. Schaeffer, P.E.  
Geotechnical Services Manager

Attachments: Cost Estimate Form

### Geotechnical Study Cost Estimate 2023

Proposal No.: 230927 Date: 10/5/2023 p. 1 of 1  
 Project Name: Route 100 J-Turns By: JAS  
 No. Borings: 12 pavement cores and borings to 5 ft. each

PROJECT PLANNING	Principal	Senior PM	PM	Engineer I	Eng II/Geolog	Clerical I	Fee
			1				\$0.00

**FIELD EXPLORATION**

**Engineering**

Meetings, Prop Access Letters			1		1		
Creek Bank Logs							
Site Visit and Boring Location			1		8		
Drilling Supervision/Resistivity Testing			1		18		
Mileage 180 @ 0.63						Subtotal	\$113.40

**Unit Drilling Prices**

Drill Quote							\$8,563.50
City Permit (Verify Cost) @ \$125.00 each							\$0.00
MoDNR Piezo Permit @ \$225.00 each							\$0.00
Piezo/Well protector @ \$168.00 each for stick up							\$0.00
Piezo/Well protector @ \$300.00 each for flush mount							\$0.00
Per Diem Lodging @ \$93.00 per day							\$0.00
Potholing @ \$3,250.00 per day							\$0.00
Traffic Control : Per MoDO 2 @ \$2,300.00 day							\$4,600.00
<b>Subtotal Drill + Markup 0%</b>							<b>\$13,163.50</b>

**LABORATORY TESTING**

**Supervision**

Classification 24 @ \$6.00							\$144.00
Moisture Content 24 @ \$6.00							\$144.00
Penetrometer 24 @ \$4.00							\$96.00
Extrusion 6 @ \$15.00							\$90.00
Unit Weight 6 @ \$30.00							\$180.00
Unconfined Compression 6 @ \$80.00							\$480.00
Atterberg Limits 3 @ \$95.00							\$285.00
UU @ \$150.00							\$0.00
CU @ \$1,000.00							\$0.00
CBR @ \$510.00							\$0.00
Uniaxial Rock Core Compressive @ \$150.00							\$0.00
Core Photos @ \$35.00							\$0.00
<b>Subtotal/Lab:</b>							<b>\$1,419.00</b>

**ANALYSIS AND REPORT PREPARATION**

**Report Documents**

Vicinity Map					1		
Site and Boring Location Plan					2		
Boring Logs				2	5		
Subsurface Profiles (gINT)							
Tables							

**Analysis**

Foundations							
Settlement							
Abandoned Mines							
Pavement Design Parameters		1	4				
Construction Considerations		1	2				
Global Stability							
Data Management							

**Report Preparation**

Manhours		2	8				
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**GEOTECHNICAL STUDY TOTAL**

Manhour Total	0	4	18	2	35	0	
Hourly Fee	\$85.70	\$65.00	\$50.00	\$40.00	\$28.50	\$29.00	
Labor Fee	\$0.00	\$260.00	\$900.00	\$80.00	\$997.50	\$0.00	
<b>Subtotal Engr. Cost</b>							<b>\$2,237.50</b>

OVERHEAD RATES 1.4007 \$3,134.07  
 Profit 15% \$805.73  
**PROJECT TOTAL: \$20,873.20**



Project Name:  
Drilling Subcontractor:

2023 PRICING

TASK	QUANTITY	COST	EXTENSION
Mob/Demob, Local, within 60 miles one-way of Office		@ \$345.00 Lump Sum	\$0.00
Mob/Demob, Local, within 60 miles one-way of Office .....ATV Rig	1	@ \$600.00 Lump Sum	\$600.00
Mob/Demob, long dist. Each way, beyond 60 miles		@ \$8.50 / mile	\$0.00
Daily Rig Usage Charge.....ATV	2	@ \$180.00 / day	\$360.00
Daily Truck Usage Charge.....Support Truck	2	@ \$120.00 / day	\$240.00
Daily Fuel Charge	2	@ \$125.00 / day	\$250.00
2-person Drill Crew		@ \$180.00 / hour	\$0.00
Per Diem		@ \$340.00 / day	\$0.00
Concrete coring	96	@ \$18.00 / inch	\$1,728.00
Asphalt coring		@ \$18.00 / inch	\$0.00
Coring Machine and Generator		@ \$125.00 / day	\$0.00
Continuous Flight Augering ..... 0 to 50'		@ \$8.50 / feet	\$0.00
Continuous Flight Augering .....51 to 100'		@ \$9.50 / feet	\$0.00
Hollow Stem Augering (HSA).... 0 to 50'	60	@ \$15.00 / feet	\$900.00
Hollow Stem Augering (HSA).....51 to 100'		@ \$15.00 / hour	\$0.00
Hollow Stem Augering (HSA).....below 100'		@ quoted per / hour	
Hard Drilling, Fill, rubble, etc		@ \$21.25 / feet	\$0.00
Setup to mud rotary or core	12	@ \$155.00 / each	\$1,860.00
Mud Rotary.....0 to 50'		@ \$16.00 / feet	\$0.00
Mud Rotary.....51 to 100'		@ \$16.00 / feet	\$0.00
Mud Rotary, bedrock		@ \$21.25 / feet	\$0.00
Split Spoon Sample (SS).....0 to 25'	18	@ \$18.50 each	\$333.00
Split Spoon Sample (SS).....25 to 50'		@ \$26.25 each	\$0.00
Split Spoon Sample (SS).....51+		@ \$50.50 / hour	\$0.00
Split Spoon Sample (SS).....below 100'		@ quoted per each	
Shelby Tube Sample (ST).....0 to 25'	6	@ \$33.75 each	\$202.50
Shelby Tube Sample (ST).....25' to 50'		@ \$47.00 each	\$0.00
Shelby Tube Sample (ST).....51+		@ \$71.25 each	\$0.00
Shelby Tube Sample (ST).....below 100'		@ quoted per each	
Setup on borings 10' or less		@ \$35.00 each	\$0.00
Asphalt repair, remove cuttings	12	@ \$75.00 each	\$900.00
Rock Coring.....0 to 50'		@ \$54.00 / feet	\$0.00
Rock Coring.....51 to 100'		@ \$52.00 / feet	\$0.00
Rock Coring.....below 100'		@ quoted per / feet	
Shale Coring		@ \$52.00 / feet	\$0.00
Standby, Haul Water, Access (HAND DIG THE TOP 4 feet)	2	@ \$215.00 / hour	\$430.00
Grout borings		@ \$8.50 / hour	\$0.00
Piezometer Installation		@ \$190.00 / hour	\$0.00
2" PVC SCREEN		@ \$5.50 / feet	\$0.00
2" PVC Riser		@ \$6.30 / feet	\$0.00
Flush mount and lock		@ \$325.00 each	\$0.00
Bumper post - 5 feet long, steel		@ \$104.50 each	\$0.00
Bentonite Chips		@ \$13.75 / bag	\$0.00
Filter Sand		@ \$13.50 / bag	\$0.00
Ready Mix		@ \$10.00 / bag	\$0.00
Field Resistivity Meter		@ \$450.00 / day	\$0.00
Local Travel		@ \$1.40 / mile	\$0.00
2" Centrifugal Trash Pump		@ \$50.00 / day	\$0.00
Chainsaw Rental		@ \$65.00 / day	\$0.00
Driller PM	2	@ \$110.00 / hour	\$220.00
Utility Locate	12	@ \$45.00 each	\$540.00
			\$0.00
			\$0.00
			\$0.00

Total \$8,563.50

## ESC - Attachment A



**Route 100**  
City of Wildwood  
Job No. SL0091

	Hours	Cost
Surveys	360	\$ 13,192.32
Roadway Design	151	\$ 8,638.77
<hr/>		
Total Hours	511	\$21,831.09
	Overhead 151.50%	\$33,074.10
	<b>Subtotal</b>	<b>\$54,905.19</b>
	Fixed Fee 14%	\$7,686.73
	<b>Subtotal</b>	<b>\$62,591.92</b>
<b>Direct Costs</b>		
Research; deeds, plats, plans		\$300.00
Mileage (12 * 20 miles Round Trip * \$0.655/mile)		\$157.20
	<b>Subtotal</b>	<b>\$457.20</b>
		<b>\$63,049.12</b>

**CONTRACT CEILING**



# ESC - Attachment A

EFK Moen, LLC Survey Hours  
 October 11, 2023  
 Surveying

Route 100  
 City of Wildwood  
 Job No. SL0091

Task Description	Survey-hours						Total Hours	Total Cost
	Surveying/PLS	Survey Technician	Senior Survey Crew Chief	Intermediate Operator				
<b>Surveying Services</b>								
Establish Project Control-Mapping Targets w/three point ties			32				64	\$ 2,223.68
Property Research		16					16	\$ 580.16
Utility Research		4					4	\$ 145.04
Misc. Topographic Surveys-Utility Pickup Mapping and drafting of Misc. topographic survey			40				80	\$ 2,779.60
Search for and locate survey monumentation			40				40	\$ 1,450.40
Resolve right of way and adjoining property	16	52					68	\$ 2,784.40
Descriptions/Exhibits (Not Anticipated)							0	\$ -
QC/QA	8						8	\$ 449.44
<b>Total Survey-hours</b>	24	112	112	112			360	
Hourly Salary	\$56.18	\$36.26	\$42.99	\$26.50				
<b>Total Cost</b>	\$ 1,348.32	\$ 4,061.12	\$ 4,814.88	\$ 2,968.00				\$ 13,192.32

# ESC - Attachment A

EFK♦Moen, LLC  
 October 11, 2023

Route 100  
 City of Wildwood  
 Job No. SL0091

## Roadway Design

Task Description	Hours							Total Hours	Total Cost
	Roadway Project Manager	Senior Project Engineer	Intermediate Project Engineer	Senior Design Technician	Administrative/Clerical	Senior Project Engineer	Senior Design Technician		
Project Admin	6				6			12	\$ 773.94
1 Site Visit		3	3					6	\$ 400.68
4 Virtual Meetings and Prep Time	6							6	\$ 567.84
<b>Preliminary Plans</b>									
Preliminary Lighting Layout, 3 Sheets Anticipated	1		4	8				13	\$ 659.28
Revisions of Preliminary Plans after GBA/District Review	1		1	2				4	\$ 235.80
Preliminary Plan Estimate	1	1		2				4	\$ 255.40
<b>Final Plans</b>									
Temp. Erosion Control, Proposed Plan, 3 Sheets	1		8	20				29	\$ 1,392.28
Permanent Erosion Control by GBA								0	\$ -
JSPs.	1				1			2	\$ 128.99
Final Lighting Plans and Quantities	1		6	20				27	\$ 1,278.32
Lighting Spreadsheet Circuit Calcs		1	6					7	\$ 418.46
Power Requests, 2 Anticipated		6						6	\$ 459.48
Estimate in BidtabsPro, Final	1	3						4	\$ 324.38
Misc Unforeseen Tasks	1	1	2	2				6	\$ 369.36
Revisions to Final Plans after GBA/District Review	1		2	6				9	\$ 461.14
Create Unsigned/Unsealed Plans for Review				2				2	\$ 84.18
Electronic Files for Construction				1				1	\$ 42.09
Final Design/Field Check & Revisions	2		2	4				8	\$ 471.60
Create PDFs, Seal Plans, Upload PS&E Documents	1			2				3	\$ 178.82
Contractor RFIs	1			1				2	\$ 136.73
<b>Total Hours</b>	25	15	34	70	7			151	
<b>Total Cost</b>	\$ 2,366.00	\$ 1,148.70	\$ 1,937.32	\$ 2,946.30	\$ 240.45				<b>\$8,638.77</b>

# ESC - Attachment A

**GBA (Consultant) – Alynix (Subconsultant)**

**November 9<sup>th</sup>, 2023**

**Mike Erdtmann**

**GBA – Wildwood J-Turn**

**Alynix Project number A0505.38 Wildwood**

This Task Order is issued under the Terms and Conditions established in the MASTER SERVICES AGREEMENT, dated April 24th, 2020, between George Butler Associates, Inc. (“GBA”) and Alynix, LLC. (“Alynix”).

## **Project Description**

It is our understanding that GBA. is seeking data collection and processing for the Wildwood J-Turn site shown below in *Exhibit A*. It is Alynix's understanding that GBA would like Alynix to collect the corridor highlighted green in *exhibit A*, capturing the area with our Aerial LiDAR and Imagery systems. This data will then be used to classify the LiDAR and create deliverables from that data. Alynix will collect data and validate that everything has been collected correctly in the field. Next, all data will be reviewed and compared to ground control to validate the accuracy of the data collected. Next, we will process and calibrate the data to then extract planimetric and topographical features only for beyond edge of pavement. Orthorectified imagery will be processed and compressed.

## **SECTION A. - SCOPE OF SERVICES**

- Alynix shall perform the following Services:
  - Arrange aerial mapping for orthophotography and LiDAR to then extract a topographic base map, for the area of interest at Wildwood depicted below in “Exhibit A”.
  - Alynix will provide inclusive of this fee the properly License Remote Pilot, Visual Observer, Sensor, and Aircraft system to acquire accurate actionable data to provide the desired deliverables.
  - Alynix will require GBA to coordinate the collection of the ground control points.

### **Data Accuracies:**

- Horizontal:
  - Data set will be produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 10 cm RMSE<sub>x</sub> / RMSE<sub>y</sub> Horizontal Accuracy Class which equates to Positional Horizontal Accuracy = +/- 24.5 cm at 95% confidence level.
- Vertical:
  - Data set will be produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 5 cm RMSE<sub>z</sub> Vertical Accuracy Class equating to NVA = +/- 9.8 cm at 95% confidence level and VVA = +/- 15 cm at the 95th percentile.

### **Obscured and Obstructed Features:**

The LiDAR sensor we propose for this project has proven successful for similar projects and is especially suited to collecting ground returns through vegetation. Based on the provided Area of Interest we do not expect to see any obscured areas; however, in areas that are obscured and/or obstructed, terrain and feature collection may be limited. Our first step in processing will be to outline the obscured area with an "obscured area" polygon and deliver to GBA survey in case there is additional ground survey required to collect data in these areas.

#### **SECTION B. – ASSUMPTIONS**

Alynix cannot guarantee full LiDAR ground penetration of areas with heavy vegetation. Alynix will implement all available efforts to collect LiDAR that is optimal for collecting ground penetrating shots. Alynix presumes that ground control will be collected by GBA Survey. Alynix also assumes that all projection information will be provided including any localization if required. Alynix will provide back the required deliverables no later than four working weeks after receiving all necessary data from GBA Survey. Alynix will require the weather to be adequate for the drone flights, requiring no perception, fog, smoke, dust, or high winds greater than 25mph.

#### **SECTION C. – DELIVERABLES**

Project deliverables include:

- a. Topographical surface and break-lines for beyond edge of pavement (.LandXML & .DXF)
- b. Planimetric for beyond edge of pavement (.DXF)
- c. Orthomosaic (.tiff & .sid)

#### **SECTION D. - SCHEDULE**

Alynix shall perform the Services and provide the related Deliverables (if any) according to the following schedule:

- Project Start: TBD
- Estimated five business weeks from receiving all data from GBA Survey. While this time is typical much shorter, we ask for this time to accommodate for weather and site conditions.
- An updated delivery estimate will be provided at time of notice to proceed.

#### **SECTION E. - COMPENSATION**

1. GBA agrees to pay Alynix's fees and expenses, for a Lump sum amount of **\$ 12,900.00**.
2. The Services described in Section A of this Task Order. Alynix has included in its compensation any applicable sales, use, excise, or other similar tax applicable to Alynix's Services.
3. Fee Arrangement shall be as follows, based on the fee arrangement required by the Prime Agreement associated with this individual project Task Order: **Lump Sum (Fixed Fee)**

#### **SECTION F. - ADDITIONAL SERVICES**

If Additional Services are required and/or requested for this Project, a separate Task Order for those services shall be executed. Compensation and Schedule adjustments for Additional Services will not be provided without an executed Task Order for such Services.

IN WITNESS WHEREOF, the Parties have executed this Task Order.

**ALYNIX, LLC**

Name: Dillon Wallis

Title: Project Coordinator

Date: 11/09/2023

**George Butler Associates, Inc.**

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

Title: \_\_\_\_\_

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

**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/epl/s/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/epl/s/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,



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

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

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

**Attachment 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):** GBA, Inc.

**Project Owner (LPA):** City of Wildwood

**Project Name:** Route 100 J-Turn Project

**Project Number:** SL0091

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

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

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

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

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

LPA

Printed Name: Jim Bowlin

Signature: 

Date: 12/15/23

Consultant

Printed Name: Mike Erdtmann

Signature: 

Date: 12/8/2023