

**SPONSOR: City of Ladue, MO**  
**LOCATION: South 40 Drive, Ladue, MO**  
**PROJECT: South 40 Drive Shared Use Path**  
**Federal Project No. TAP-4901(653)**

*THIS CONTRACT* is between City of Ladue, Missouri, hereinafter referred to as the "Local Agency", and Horner & Shifrin, Inc., 401 S. 18<sup>th</sup> St., Ste. 400, St. Louis, MO 63103, 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 construct a new shared used path along South 40 Drive from Clayton Road to the west end of the Deer Creek Preserve and from the east of the Deer Creek Preserve to Rolling Rock Lane and requires professional engineering services. 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

#### **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 10% 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, 14% 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:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Engineering Design Source, Inc. 16305 Swingley Ridge Rd., STE. 500 Chesterfield, MO 63017	Surveying	\$37,727.00	\$37,027.00	100%

**ARTICLE III-ADDITIONAL SERVICES**

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

**ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

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

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

## **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed by September 30, 2027
- 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 \$17,839.53, with a ceiling established for said design services in the amount of \$181,735.46, 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 \$8,703.91, with a ceiling established for said inspection services in the amount of \$76,978.87, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 176.98% 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>
Engineering Design Source, Inc.	16305 Swingley Road Suite 300 Chesterfield, MO 63017	Surveying

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



## **ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the City this \_\_ day of \_\_\_\_\_, 20\_\_.

**FOR: CITY OF LADUE, MISSOURI**

**BY:** \_\_\_\_\_  
Director of Public Works

ATTEST: \_\_\_\_\_

**FOR: HORNER & SHIFRIN, INC.**

**BY:** \_\_\_\_\_  
Associate Vice President

ATTEST: \_\_\_\_\_

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 ACCOUNTING OFFICER

**ATTACHMENT A**

**Scope of Services**

**CITY OF LADUE**  
**SOUTH 40 DRIVE SHARED-USE PATH**  
**SCOPE OF SERVICES**

**PROJECT LIMITS**

The Project limits are South 40 Drive, Clayton Road to Rolling Rock Lane

**PROJECT DESCRIPTION**

The proposed improvements will include a new 10' shared use path beginning at the intersection of Clayton Road and S 40 Drive, continue, southeast along S 40 Drive connecting to, and departing from, the new Deer Creek Preserve, and continuing southeast along S 40 Drive with an ultimate connection to Rolling Rock Lane.

Additionally, a new pedestrian crossing, with Pedestrian signal heads with countdown timers, will be added at NW quadrant of Clayton Road and S 40 Drive, connecting the new shared use path to the existing sidewalk network along Clayton Road.

High visibility continental crosswalks will be installed at all intersections and mid-block crossing. A Rectangular Rapid-Flashing Beacon will be installed at the shared use-path mid-block crossing of S 40 Drive.

**DESIGN PHASE SERVICES**

**PROJECT ASSUMPTIONS AND LIMITATIONS**

Horner & Shifrin, Inc. (CONSULTANT) and City of Ladue (CITY) make the following assumptions and acknowledge the following limitations regarding this scope of services:

1. Design standards. The following documents shall be considered the design standards for the project. The CONSULTANT and the CITY may agree to certain modifications to these standards.
  - The latest edition of the MoDOT
  - The latest edition of the Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities by the Metropolitan St. Louis Sewer District (MSD)
  - MoDOT "Engineering Policy Guide"
  - AASHTO's "Manual on Uniform Traffic Control Devices" (MUTCD)
  - AASHTO's "Roadside Design and Bikeway Design Guide"
2. The CONSULTANT will make digital submittals (PDF) for all submittals to the CITY.
3. The following are beyond this scope of services:
  - Traffic counts and/or traffic studies
  - Stormwater detention design
  - Utility relocation design
  - Property acquisition
  - Lighting design
  - Pavement cores and pavement design
  - Property staking
  - Detailed landscape design
  - Signal timing

**PROJECT MANAGEMENT & ADMINISTRATION**

The CONSULTANT will be responsible for all communications with the City's project manager. Invoicing will be conducted monthly.

**Project Meetings** – the CONSULTANT will meet with the CITY to coordinate improvements with potential decision makers who may be involved with implementation.

**City Kick-off Meeting** - The first kick off meeting will be with City representatives, as well as partners if so desired to confirm the work plan, schedule, and discuss decision making during the plan process.

**Coordination Meetings (up to 2 meetings)** – The CONSULTANT, in coordination with the City, may set up meetings to discuss coordination of improvements with representatives from public entities such as MSD, MoDOT, etc.

**Ongoing City Meetings (up to 3 meetings)** – The CONSULTANT will organize virtual meetings with the CITY to discuss management and project specific details.

**Invoicing** - The CONSULTANT will provide a monthly invoices.

**QA/QC Procedures**- We will perform a quality review for all deliverables provided to the CITY based on our policies and procedures.

**Deliverables:**

- Monthly Invoices
- QA/QC for all deliverables

**FIELD SURVEYS AND DATA COLLECTION PHASE**

- The CONSULTANT shall complete a general field check of the project to evaluate existing topographic conditions.
- Existing right-of-way and property lines shall be located.
- Title reports for parcels are included for two parcels.
- Topographic survey covering area sufficient for this shared use path project.
- Cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the estimated construction limits shall be used to determine drainage patterns and any other necessary cross-sections.
- Existing utilities shall be surveyed per designations provided by Missouri One Call System.
- Vertical Control: a project benchmark shall be established and tied to nearest USGS benchmark. Project elevations shall be issued on this newly established benchmark.
- Horizontal Control: at least three horizontal control points shall be established.

**PROJECT DEVELOPMENT**

It is anticipated that the project will be processed as a Programmatic Categorical Exclusion. The CONSULTANT will coordinate the following:

- Complete Request for Environmental Review (RER) online submittal through MoDOT LPA website
- Complete and submit Section 106 form
- Complete coordination for Threatened & Endangered Species clearance

**UTILITY COORDINATION**

The CONSULTANT will provide a preliminary plan submittal to utility providers identified in the MO1call design ticket for their review and identification of potential conflicts. The plan set will include 11x17 plans in PDF including title sheet, typical section sheets, plan sheets, and cross section sheets. Upon request, AutoCAD files can be made available to the utilities for their use.

**STORM WATER MANAGEMENT**

The CONSULTANT will provide design of storm water management, Best Management Practice (BMP) layout/design, and coordination with MSD. It is assumed that one (1) hydrodynamic separator (HDS) unit will provide sufficient water quality treatment for this project. Additional BMPs are not included.

## **PRELIMINARY PLANS**

Detailed preliminary plans will be approximately 40% complete. Once approved by the CITY, plans will be submitted to MoDOT for approval. It is assumed that the CITY will coordinate the submittal to MoDOT. This phase will include:

- Cover Sheet
- Typical Sections
- Legend & General Notes Sheet
- Shared use path plan and profile with right of way and utility conflicts identified
- Preliminary curb ramp / ADA improvements
- Preliminary traffic signal upgrades
- Preliminary drainage improvements including initial MSD submittal
- Preliminary cost estimate

### **Deliverables:**

- 11 in. x 17 in. plan set in PDF format
- Engineer's Preliminary Cost Estimate in PDF format
- QA/QC for all deliverables

## **COMMUNITY ENGAGEMENT**

The CONSULTANT will assist the CITY on community engagement. One (1) Open House/Public Meeting to present the preliminary plans to the affected stakeholders, elected officials, and other interested parties; Two (2) Horner & Shifrin employees shall attend the public meeting to assist with presentations and answer questions.

### **Deliverables:**

- Engagement event exhibits consisting of full-size preliminary plan sheets mounted to boards and placed on easels for display.

## **RIGHT OF WAY PLANS**

The CONSULTANT shall prepare Right-Of-Way (ROW) plans, which will be used for acquisition negotiations. The Right-Of-Way plans shall clearly show existing and proposed alignment, construction limits, geometric design, removal of improvements, drainage facilities, property lines, easement, right-of-way, ownership, and other land survey information as required.

The CONSULTANT will prepare legal descriptions and plats for Right-Of-Way and permanent easements and plats only for temporary easement acquisitions. Preparation of the right of way and easement documents will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor.

The ROW Plans will show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines, existing right of way, and existing easements. ROW Plans include title sheet, typical sections and plan sheets. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner may be shown in tabular form on the respective sheets.

Any work required for condemnation, should it be required for any parcels, is excluded from this scope.

### **Deliverables:**

- 11 in. x 17 in. plan set in PDF format
- Legal descriptions and plats for Right-Of-Way and permanent easement acquisitions

- Plats for temporary easement acquisitions
- QA/QC for all deliverables

## **FINAL PLANS AND DOCUMENTS**

Final plans include the following:

- Cover Sheet
- Summary of Quantities / B Sheets
- Typical Sections
- Legend & General Notes Sheet
- Plan and Profile Sheets
- Curb Ramp Layouts
- Storm Sewer Profiles
- BMP Details
- Traffic Signal Plans
- Erosion Control Plans
- Miscellaneous details
- Landscape detail sheets (Landscape design by others)
- Maintenance of Traffic Details (consisting of typical applications only)
- Cross Sections
  - i. Provide sections at 50-foot intervals, intersections, and entrances
  - ii. Show existing & proposed right of way/easements
  - iii. Provide centerline elevations and cross-slopes

Additional Final Documents include the following:

- MoDOT EPG Boilerplate Front End Specifications
- City Special Conditions (If applicable)
- Job Specific Special Provisions
- Engineer's Opinion of Probable Construction Cost

### **Deliverables:**

- 11 in. x 17 in. plan set in PDF format
- Specifications and JSPs in PDF format
- Engineer's Preliminary Cost Estimate in PDF & Excel format
- QA/QC for all deliverables

## **BIDDING PHASE SERVICES**

The Bidding Phase for this project will include:

- The CONSULTANT will provide a PDF set as specified in the Deliverables Section for bidding purposes.
- The CONSULTANT will answer written Requests for Information (RFI) during the bidding phase.
- The CONSULTANT will issue written clarifications in response to RFI' s (in the form of addenda) prior to the advertisement for bids.

## CONSTRUCTION PHASE SERVICES

### **PROJECT MANAGEMENT & ADMINISTRATION**

The CONSULTANT will be responsible for all communications with the City's project manager. Invoicing will be conducted monthly and will include details of the work accomplished, as well as scheduling meetings with City on a regular basis, throughout the project. Construction service fee is based on 3 months of construction requiring a part-time on-site construction inspection.

**Progress Summaries and Invoicing** - The CONSULTANT will provide monthly invoices.

### **PRECONSTRUCTION PHASE**

The CONSULTANT will coordinate:

- Bid Opening & Tabulation
- Bid Concurrence & Award
- Pre-Construction Meeting

### **CONSTRUCTION PHASE**

The CONSULTANT will perform:

- Construction Inspection/QA/Reports
- Progress Payments
- Project Meetings
- Testing Coordination
- Shop Drawing Review
- Material Submittals Review
- Contractor Invoices
- Monthly Progress Reports
- Construction Change Orders
- Coordination with City Personnel
- Coordination with MoDOT
- Coordination with Utilities

### **POST-CONSTRUCTION PHASE**

The CONSULTANT will perform:

- Pre-Final Inspection/Punch List
- Final Inspection
- Project Close Out



ATTACHMENT B

CITY OF LADUE  
SOUTH 40 DRIVE SHARED PATH IMPROVEMENTS



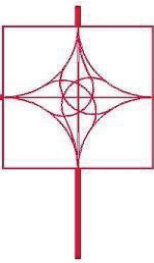
SCOPE OF SERVICES & ESTIMATE OF COST

DESIGN PHASE

TASK	HOURS						COST
	Proj. Manager	Sr. Principal Engr.	Sr. Roadway Engr.	Roadway Engr.	Traf. Signal Engr.	Licensed Surveyor	
	\$86.00	\$58.00	\$55.00	\$39.00	\$66.00	\$79.00	
<b>PROJECT MANAGEMENT</b>							
PROJECT MANAGEMENT	24						\$ 2,064.00
PROJECT ADMINISTRATION & INVOICING	24						\$ 2,064.00
SUBCONSULTANT MANAGEMENT	8						\$ 688.00
							\$ 4,816.00
SUBTOTAL (HOURS)	56						56
<b>PRELIMINARY PLANS</b>							
<b>MEETINGS:</b>							
MEETING WITH CITY (1)	1	1					\$ 144.00
MEETING WITH MODOT (1)		1			1		\$ 124.00
MODOT SIGNAL COORDINATION					4		\$ 264.00
<b>PUBLIC INVOLVEMENT:</b>							
PREPARE PUBLIC OPEN HOUSE PRESENTATIONS/EXHIBITS	1	2		6			\$ 436.00
PUBLIC OPEN HOUSE ATTENDANCE	3	3					\$ 432.00
<b>ENVIRONMENTAL AND CULTURAL:</b>							
REQUEST FOR ENVIRONMENTAL REVIEW	1	2		8			\$ 514.00
SECTION 106	1			8			\$ 398.00
THREATENED AND ENDANGERED SPECIES	1			12			\$ 554.00
<b>PRELIMINARY DESIGN:</b>							
INITIAL SITE VISIT (1)		4		4			\$ 388.00
AERIAL PHOTO SETUP				2			\$ 78.00
SURVEY TOPO & TIN REVIEW		2	4				\$ 336.00
UTILITY COORDINATION		4		8			\$ 544.00
SHARED USE PATH HORIZONTAL ALIGNMENT LAYOUT/DESIGN	1	2	8				\$ 642.00
SHARED USE PATH VERTICAL PROFILE LAYOUT/DESIGN	1	2	8				\$ 642.00
CURB RAMP LAYOUT (7 LOCATIONS)		2		7			\$ 389.00
DRAINAGE ANALYSIS (DRAINAGE AREAS)	1	2		8			\$ 514.00
STORM SEWER LAYOUT/DESIGN	1	4		8			\$ 630.00
TRAFFIC SIGNAL LAYOUT/DESIGN (2 INTERSECTIONS)				20	12		\$ 1,572.00
LANDSCAPE LAYOUT	1	2		4			\$ 358.00
CROSS SECTION DESIGN/CORRIDOR ANALYSIS	1	4	24				\$ 1,638.00
CONSTRUCTION LIMIT DELINEATION		1	2				\$ 168.00
ASSESS TENTATIVE RIGHT OF WAY TAKINGS	0.5	1		4			\$ 257.00
STORMWATER FACILITIES MANAGEMENT REPORT	2	8					\$ 636.00
BMP MAINTENANCE AND OPERATION PLAN	1	6					\$ 434.00
QUANTITY CALCULATIONS	1	4		8			\$ 630.00
CONSTRUCTION COST ESTIMATE	1	4					\$ 318.00
<b>PRELIMINARY PLAN DRAWINGS:</b>							
TITLE SHEET		1		3			\$ 175.00
TYPICAL SECTIONS (1 SHEET)		2		8			\$ 428.00
LEGEND & GENERAL NOTES (1 SHEET)		1		3			\$ 175.00
PLAN/PROFILE SHEETS (6 SHEETS) (20 SCALE)	1	8		48			\$ 2,422.00
STORM SEWER PROFILE SHEETS (2 SHEETS)	1	4		8			\$ 630.00
TRAFFIC SIGNAL SHEETS (4 SHEETS)				20	4		\$ 1,044.00
DISTURBED AREA MAP (3 SHEETS) (20 SCALE)	1	2		8			\$ 514.00
BMP DRAINAGE AREA MAP	1	2		4			\$ 358.00
<b>QC/QA:</b>							
DESIGN REVIEW	2	4					\$ 404.00
REVISIONS				8			\$ 312.00
<b>SUBMITTALS:</b>							
SUBMITTAL TO CITY/MODOT	0.5	1		2			\$ 179.00
ADDRESS CITY/MODOT COMMENTS	1	2		4			\$ 358.00
INITIAL MSD SUBMITTAL	0.5	1		2			\$ 179.00
							\$ 20,218.00

TASK	HOURS							COST
	Proj. Manager	Sr. Principal Engr.	Sr. Roadway Engr.	Roadway Engr.	Traf. Signal Engr.	Licensed Surveyor		
	\$86.00	\$58.00	\$55.00	\$39.00	\$66.00	\$79.00		
SUBTOTAL (HOURS)	27.5	89	46	225	21		408.5	
<b>RIGHT-OF-WAY PLANS</b>								
<b>MEETINGS:</b>								
MEETING WITH CITY (1)	1	1					\$ 144.00	
<b>ROW DESIGN:</b>								
GRADING AND CROSS SECTION DESIGN		2	4				\$ 336.00	
SHARED USE PATH VERTICAL PROFILE LAYOUT/DESIGN		2	4	8			\$ 648.00	
DETERMINE FINAL ROW AND EASEMENT LIMITS & AREAS	1	2		4			\$ 358.00	
<b>ROW PLAN DRAWINGS:</b>								
TITLE SHEET		0.5		1			\$ 68.00	
TYPICAL SECTIONS (1 SHEET)		1		2			\$ 136.00	
LEGEND & GENERAL NOTES (1 SHEET)		0.5		2			\$ 107.00	
PLAN/PROFILE SHEETS (6 SHEETS) (20 SCALE)	1	2		12			\$ 670.00	
<b>QC/QA:</b>								
DESIGN REVIEW	1	2					\$ 202.00	
REVISIONS				4			\$ 156.00	
<b>SUBMITTALS:</b>								
SUBMITTAL TO CITY/MODOT	0.5	1		2			\$ 179.00	
ADDRESS CITY/MODOT COMMENTS	0.5	1		2			\$ 179.00	
							\$ 3,183.00	
SUBTOTAL (HOURS)	5	15	8	37	0	0	65	
<b>FINAL PLANS AND SPECIFICATIONS</b>								
<b>MEETINGS:</b>								
MEETINGS WITH CITY (2)	1	1					\$ 144.00	
<b>FINAL DESIGN:</b>								
SITE VISIT (1)		4		4			\$ 388.00	
UTILITY COORDINATION		2		8			\$ 428.00	
FINALIZE SHARED USE PATH HORIZONTAL ALIGNMENT LAYOUT/DESIGN	0.5	2	4				\$ 379.00	
FINALIZE SHARED USE PATH VERTICAL PROFILE LAYOUT/DESIGN	0.5	2	4				\$ 379.00	
FINALIZE CURB RAMP LAYOUT (7 LOCATIONS)	0.5	2		7			\$ 432.00	
FINALIZE STORM SEWER LAYOUT/DESIGN	0.5	2		4			\$ 315.00	
FINALIZE TRAFFIC SIGNAL LAYOUT/DESIGN (2 INTERSECTIONS)				12	4		\$ 732.00	
FINALIZE CROSS SECTION DESIGN/CORRIDOR ANALYSIS	1	4	16				\$ 1,198.00	
REVISE STORMWATER FACILITIES MANAGEMENT REPORT	1	2					\$ 202.00	
REVISE BMP MAINTENANCE AND OPERATION PLAN	1	2					\$ 202.00	
LANDSCAPE LAYOUT (DESIGN BY OTHERS)	1	2		8			\$ 514.00	
QUANTITY CALCULATIONS		4		8			\$ 544.00	
CONSTRUCTION COST ESTIMATE	1	4					\$ 318.00	
<b>FINAL PLAN DRAWINGS:</b>								
TITLE SHEET		0.5		1			\$ 68.00	
SUMMARY OF QUANTITIES		1		2			\$ 136.00	
SCHEDULE OF QUANTITIES		1		8			\$ 370.00	
TYPICAL SECTIONS (1 SHEET)	0.5	1		2			\$ 179.00	
LEGEND & GENERAL NOTES (1 SHEET)		0.5		1			\$ 68.00	
PLAN/PROFILE SHEETS (6 SHEETS) (20 SCALE)	0.5	4		16			\$ 899.00	
STORM SEWER PROFILE SHEETS (2 SHEETS)	1	2		4			\$ 358.00	
TRAFFIC SIGNAL SHEETS (12 SHEETS)				32	8		\$ 1,776.00	
TRAFFIC CONTROL SHEETS	1	2		12	2		\$ 802.00	
LANDSCAPE DETAIL SHEETS	1	2		8			\$ 514.00	
CROSS SECTION SHEETS (25 SHEETS)	1	2		12			\$ 670.00	
<b>SPECIFICATIONS:</b>								
SPECIFICATIONS (LPA BOILERPLATE)	2	16					\$ 1,100.00	
JOB SPECIAL PROVISIONS	2	8			4		\$ 900.00	
FINAL PS&E SUBMITTAL LPA CHECKLIST		2					\$ 116.00	
<b>QC/QA:</b>								
DESIGN REVIEW	2	4					\$ 404.00	
REVISIONS				8			\$ 312.00	
<b>SUBMITTALS:</b>								
SUBMITTAL TO CITY/MODOT	0.5	1		2			\$ 179.00	
ADDRESS CITY/MODOT COMMENTS	2	4		8			\$ 716.00	
FINAL MSD SUBMITTAL(S)	1	2		4			\$ 358.00	
							\$ 16,100.00	
SUBTOTAL (HOURS)	22.5	86	24	171	18	0	321.5	

TASK	HOURS							COST
	Proj. Manager	Sr. Principal Engr.	Sr. Roadway Engr.	Roadway Engr.	Traf. Signal Engr.	Licensed Surveyor		
<b>BIDDING SUPPORT</b>								
CONTRACTOR QUESTIONS	2	4			2			\$ 536.00
ADDENDUMS	2	4		4				\$ 560.00
								\$ 1,096.00
SUBTOTAL (HOURS)	4	8	0	4	2	0	0	18
TOTAL HOURS	115	198	78	437	41	0	0	869
TOTAL DIRECT COST	\$ 9,890.00	\$ 11,484.00	\$ 4,290.00	\$ 17,043.00	\$ 2,706.00	\$ -	\$ -	\$ 45,413.00
Payroll, General and Admin Overhead (Labor x 176.64%)								\$ 80,217.52
FCCM Rate (Labor x 0.34%)								\$ 154.40
Fixed Fee [14.2% x (Labor + DL OH + G&A OH)]								\$ 17,839.53
SUBTOTAL								\$ 143,624.46
<b>Other Direct Costs:</b>								
REPRODUCTION (PRINTING)								\$ 250.00
MILEAGE (\$0.67/mile)								\$ 134.00
SUBTOTAL								\$ 384.00
<b>Subcontract Pass-Through Costs:</b>								
Boundary Survey and Topographical Survey (EDSI)								\$ 37,027.00
Title Reports								\$ 700.00
SUBTOTAL								\$ 37,727.00
<b>TOTAL FOR DESIGN PHASE</b>								<b>\$ 181,735.46</b>
<b>Notes:</b>								
Project limits for this project are Clayton Road to Rolling Rock Lane.								
Project will be designed in AutoCAD								
Utility coordination will include contacting local utility companies to determine location of existing facilities and coordinating relocations. Design of utility relocations is not included.								
Street lighting improvements are not included.								
Storm water detention design is not included.								
Landscape layout/design will be directed by the City's on-call Landscape Architect								
Pavement cores and pavement design are not included.								



**EDSI**

**ENGINEERING DESIGN SOURCE, INC.**  
16141 SWINGLEY RIDGE RD.  
SUITE 300  
CHESTERFIELD, MO. 63017  
(636) 537-5585

**Project: City of Ladue - South Forty Drive**

**Prepared by: Brett Brooks**

**Date Prepared: September 4, 2024**

<i>Topographic and Right-of-Way Survey Fee</i>	<b>\$37,027</b> *
<i>Title Reports and Acquisition Descriptions</i>	<b>\$700</b> *

**Engineering Design Source, Inc.**

Date Prepared: September 4, 2024

Project Name: City of Ladue - South Forty Drive

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
<b>1. Project Control</b>							
1.1 Control Search & Plan		0.5					0.5
1.2 Project Control - Modified State Plane Datum					6		6
1.3 Balance/Process Coordinates		1					1
1.4 Three Point Ties - Field					2		2
1.5 Three Point Tie Drawings & Land Tie				2			2
1.6 Project Coordination / QA/QC		1					1
<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>2.5</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>12.5</b>
<b>2. Utility Coordination - For Locating Purposes</b>							
2.1 Coordination & Scheduling		1					1
2.2 Submitting One Call Tickets & Follow Ups			6				6
2.3 Map Requests			4				4
2.4 Survey Locations of Marked Utilities					8		8
2.5 Log Utility Data and Mapping			2				2
2.6 Process Basefile & Incorporate Record Facility Data			16				16
2.7 QA/QC		2					2
<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>3</b>	<b>28</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>39</b>
<b>3. Topographic Survey</b>							
3.1 Coordination & Scheduling		2					2
3.2 Field Work - 3200 lf - see kmz for precise limits					40		40
3.3 Process Data			32				32
3.4 Annotate Drawings				4			4
3.5 Create TIN			24				24
3.6 QA/QC		4					4
<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>6</b>	<b>56</b>	<b>4</b>	<b>40</b>	<b>0</b>	<b>106</b>
<b>4. Property Research &amp; Right-of-Way Survey - Two Areas</b>							
4.1 Coordination & Scheduling		2					2
4.2 Record Research - County		1		8			9
4.3 Calculate and Draw Record Data				8			8
4.4 Corner Search					8		8
4.5 Corner Locate					8		8
4.6 Process Data		16		16			32
4.7 Order and review title reports		2		2			4
4.8 Final Drawing - Annotate Ownerships and Dimensions				4			4
4.9 QA/QC		2					2
<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>38</b>	<b>16</b>	<b>0</b>	<b>77</b>
<b>MAN HOURS BY CLASSIFICATION</b>	<b>0</b>	<b>34.5</b>	<b>84</b>	<b>44</b>	<b>72</b>	<b>0</b>	<b>234.5</b>
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
<b>Unburdened Rate</b>	\$86.00	\$64.17	\$46.94	\$34.69	\$64.58	\$38.80	
<b>Overhead Rate 145.81%</b>	\$125.40	\$93.57	\$68.44	\$50.58	\$94.16	\$56.57	<b>FIXED FEE-TOTAL</b>
<b>Profit 14.7%</b>	\$31.08	\$23.19	\$16.96	\$12.53	\$23.34	\$14.02	\$4,456
<b>Average Hourly Billing Rate</b>	<b>\$242.47</b>	<b>\$180.92</b>	<b>\$132.34</b>	<b>\$97.81</b>	<b>\$182.08</b>	<b>\$109.39</b>	<b>LABOR-TOTAL</b>
<b>COST BY CLASSIFICATION</b>	\$0	\$6,242	\$11,117	\$4,303	\$13,110	\$0	<b>\$34,772</b>

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying	\$20.00	\$20.00	1	Lump Sum
Record Research	\$200.00	\$200.00	1	Lump Sum
Title Reports	\$700.00	\$350.00	2	Per Parcel
Easement Acquisition Documents - Exhibit and Description	\$1,400.00	\$700.00	2	Per Parcel
Vehicle Usage	\$585.00	\$65.00	9	Per Day
Misc. Survey Supplies	\$50.00	\$50.00	1	Lump Sum
<b>DIRECT COST - TOTAL</b>	<b>\$2,955.00</b>			

**Assumptions:** No ROW plans will be prepared by EDSI

**Survey Total Fee \$37,727**

ATTACHMENT B



CITY OF LADUE

SOUTH 40 DRIVE SHARED PATH IMPROVEMENTS

SCOPE OF SERVICES & ESTIMATE OF COST

CONSTRUCTION PHASE

TASK	HOURS		COST
	Dept. Mngr.	Const. Admin	
	\$62.00	\$45.00	
<b>PROJECT MANAGEMENT</b>			
CORRESPONDENCE/COMMUNICATION/COORDINATION	12	24	\$ 1,824.00
PROJECT MANAGEMENT/ADMINISTRATION	12	16	\$ 1,464.00
			\$ 3,288.00
SUBTOTAL (HOURS)	24	40	64
<b>PRECONSTRUCTION PHASE</b>			
PROJECT STARTUP	4	40	\$ 2,048.00
PRE-CONSTRUCTION MEETING	2	2	\$ 214.00
			\$ 2,262.00
SUBTOTAL (HOURS)	6	42	48
<b>CONSTRUCTION PHASE</b>			
ON SITE CONSTRUCTION INSPECTION		260	\$ 11,700.00
PROGRESS PAYMENTS		6	\$ 270.00
PROJECT MEETINGS	2	4	\$ 304.00
TESTING COORDINATION		3	\$ 135.00
SHOP DRAWINGS	2		\$ 124.00
MATERIAL SUBMITTALS REVIEW	2		\$ 124.00
INVOICING	6	6	\$ 642.00
MONTHLY PROGRESS REPORTS		5	\$ 225.00
CONSTRUCTION CHANGE ORDERS		5	\$ 225.00
COORDINATION WITH STAKEHOLDERS		5	\$ 225.00
COORDINATION WITH MODOT/DESIGN TEAM		4	\$ 180.00
COORDINATION WITH UTILITIES		2	\$ 90.00
			\$ 14,244.00
SUBTOTAL (HOURS)	12	300	312
<b>POST-CONSTRUCTION PHASE</b>			
PRE-FINAL INSPECTION/PUNCH LIST		4	\$ 180.00
FINAL INSPECTION		3	\$ 135.00
PROJECT CLOSE OUT	4	40	\$ 2,048.00
			\$ 2,363.00
SUBTOTAL (HOURS)	4	47	51

TASK	HOURS		COST
	Dept. Mngr. \$62.00	Const. Admin \$45.00	
TOTAL HOURS	46	429	475
TOTAL DIRECT COST	\$ 2,852.00	\$ 19,305.00	\$ 22,157.00
<i>Payroll, General and Admin Overhead (Labor x 176.64%)</i>			
FCCM Rate (Labor x 0.34%)			\$ 39,138.12
Fixed Fee [14.2% x (Labor + DL OH + G&A OH)]			\$ 75.33
SUBTOTAL			\$ 8,703.91
<i>Other Direct Costs:</i>			
MILEAGE ((1,350 miles @ \$0.67/mile) ** 45 trips at 30 miles per trip)			\$ 904.50
SUBTOTAL			\$ 904.50
<i>Subcontract Pass-Through Costs:</i>			
MATERIAL TESTING (Allowance)			\$ 6,000.00
SUBTOTAL			\$ 6,000.00
<b>TOTAL FOR CONSTRUCTION PHASE</b>			<b>\$ 76,978.87</b>
<b>Notes:</b>			
<i>**Construction services are based on 3 months of construction requiring a part-time on site construction inspection (20 hr/wk for 13 weeks ) and 1 month project set up &amp; close out (2 weeks each for required LPA documentation)</i>			
<i>**Construction to begin in 2027 (rates projected 5%/yr increase)</i>			
<i>**Mileage to/from site each day and drive around site for inspection estimated 30 miles/trip @ 3 trips/wk</i>			

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

1.888.ASK MODOT (275.6636)

August 8, 2024

Vanessa Davis  
Horner & Shifrin, Inc.  
401 S 18<sup>th</sup> Street, Suite 400  
St. Louis, MO 63103

Dear Ms. Davis:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Horner & Shifrin, Inc. 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 December 31, 2023. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	176.64%
Facilities Capital Cost of Money Rate	.34%

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,



Robert Mason  
Senior Auditor  
Audits and Investigations

cc: Keith Jennings-de



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

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



## ATTACHMENT C

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

---

#### INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

## ATTACHMENT D

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

---

#### INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

**Attachment 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):** Horner & Shifrin, Inc.

**Project Owner (LPA):** City of Ladue, MO

**Project Name:** South 40 Drive Shared Use Path

**Project Number:** TAP-4901(653)

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: \_\_\_\_\_

Consultant  
Printed Name: Ramin Ashrafzadeh

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

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

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

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