

## MEMORANDUM

TO: ROBERT A. KUNTZ, CITY ADMINISTRATOR

FROM: GARY R. KRAMER, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: JANUARY 15, 2013

SUBJECT: HOLLOWAY CULVERT – ENGINEERING SELECTION

On March 12, 2012, an application was submitted to East-West Gateway Council of Governments for federal STP-S (Surface Transportation Program-Suballocated) funding for the rehabilitation of the Holloway Road culvert that conveys Grand Glaize Creek and an unnamed tributary flow. The scope of this project includes repairs to the eroded floor and any cracks. The sagging downstream gabion walls will also be addressed.

On October 9, 2012, the project was approved for 80% cost reimbursement with the City providing the remainder. The total project cost is estimated at \$682,000 with \$70,000 allocated for engineering and the remainder for the construction phase.

As required by federal law we are required to use a "Qualification Based Selection" process which prohibits the inclusion of the consultant's fees as a basis for making the selection. Also, as required, we posted our "Requests for Qualifications" on MoDOT's and the City's websites. On August 29, 2012, qualifications from nine consultants were received. All firms are from the St. Louis area.

City Planner Tom Aiken and I independently reviewed the qualifications. Two firms were ranked in each of our top three choices. They were rated on the following criteria.

- Professional and ethical reputation
- Qualifications and expertise in performing the services required for the project
- Qualifications and experience of the present staff who will be in responsible charge
- Capacity and capability of the firm
- The past record of performance
- Qualifications, experience and capacity of any subcontractor

The two firms were interviewed on November 29, 2012. Following these interviews, Mr. Aiken and I concurred that Access Engineering was the most qualified and best suited for this project. On November 30, 2012, Access was notified and a contract with fee was requested. The detailed scope of services was finalized resulting in a contract amount of \$77,463 which is below budget. This total cost includes \$69,966.72 for plans and specifications and \$7,496.10 for construction phase services. We recommend awarding the contract (see attachment) to Access Engineering subject to MoDOT's concurrence.

**SPONSOR: City of Ballwin, Missouri**  
**LOCATION: Ballwin, Missouri**  
**PROJECT: Holloway Over Grand Glaize BRM-5401(679)**

*THIS CONTRACT is between the City of Ballwin Missouri, hereinafter referred to as the "Local Agency", and Access Engineering, LLC 11820 Tesson Ferry Road, Ste. 203 St. Louis, MO 63128, hereinafter referred to as the "Engineer".*

*INASMUCH as funds have been made available by the Federal Highway Administration through its On-System Bridge Replacement and Rehabilitation (BRM), coordinated through the Missouri Department of Transportation, the Local Agency intends to rehabilitate the Holloway Over Grand Glaize Culvert 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**

The Engineer agrees to perform the services described in Attachment A dated December 19, 2012, which is attached hereto and made a part hereof. In accordance with the other conditions included in this CONTRACT, such Scope of Services is sometimes collectively referred to herein as the "PROJECT".

#### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

DBE Goal: A DBE goal has not been established for this PROJECT.

#### **ARTICLE III-ADDITIONAL SERVICES**

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

#### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

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

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

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

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

- A. PS&E Approval by MODOT shall be completed on August 31, 2013.
- 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 Consultant, 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).

#### **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 \$5,721.08, with a ceiling established for said design services in the amount of \$ 69,966.72, 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 \$781.83, with a ceiling established for said inspection services in the amount of \$7,496.10, which amount shall not be exceeded.

- C. The compensation outlined above has been derived from estimates of cost, which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount estimated at 46.55% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount estimated at 139.58% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- 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 a month 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.

- 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: surveying, geotechnical engineering, and testing.

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
St. Charles Engineering and Surveying, Inc.	801 S. 5 <sup>th</sup> Street, Ste. 202 St. Charles, MO 63301	Surveying
Reitz & Jens, Inc.	1055 Corporate Square St. Louis, MO 63132	Geotechnical Engr
Tourney Consulting Group	3401 Midlink Drive Kalamazoo, MI 49048	Testing

#### **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 Missouri 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. Plans, specifications, and cost estimates shall be presented to the Local Agency for review in full size hard/paper copies. Final plans, specifications, and cost estimate shall be submitted in electronic format (plans in AutoCAD LT, specifications in MicroSoft Word, and cost estimate in MicroSoft EXCEL) and shall also be submitted with two sets of full size and half size hard/paper copies. 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.

## **ARTICLE XIII - TERMINATION**

The Local Agency may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the Local Agency, the Engineer will be paid for actual expenses incurred up to the date of termination, plus a pro-rated portion of the fixed fee.

If the contract is terminated due to the Engineer's services being unsatisfactory in the judgment of the Local Agency, or if the Engineer fails to prosecute the work with due diligence, the Local Agency may procure completion of the work in such manner as it deems to be in the best interest of the Local Agency. The Engineer will be responsible for any excess cost in addition to that provided for in this contract or any damages the Local Agency may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

## **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 and all sub-consultants shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI and Title VII of the Civil Rights Act of 1964 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 and all sub-consultants, 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 and all sub-consultants will comply with Title VI and Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer and all sub-consultants 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 - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

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

Attachment F - Disadvantage Business Enterprise Contract Provisions

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 2013.

Executed by the City of Ballwin this \_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR: The City of Ballwin, Saint Louis County, MISSOURI**

**BY:** \_\_\_\_\_  
City Administrator

**APPROVED AS TO FORM:** \_\_\_\_\_  
City Attorney

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

**FOR: Access Engineering, LLC**

**BY:** \_\_\_\_\_  
Principal

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

I hereby certify 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 FINANCE OFFICER



Attachment A: City of Ballwin BRM-5401(679)  
Hour and Fee Estimate - Access Engineering, LLC  
Holloway Over Grand Glaize  
Design Phase Services

		Hours				
Task		Principal	Senior Engineer	Engineer III	Technician	Total
1	1.0	Initiation Phase				
	1.1	Kickoff	2	2		4
	1.2	Coordination Meeting with MoDOT Local Programs	3	3		6
	1.3	Identify Standards Governing Construction Process	3	3		6
	1.4	Confirm Permitting Agencies (USACE, MDNR, MSD)	1	2		3
			9	10	0	19
2	2.0	Data Collection and Agency Contact Phase				
	2.1	Collect Utility Base Maps			4	4
	2.2	Review record plans (as-builts if possible)	2	4	4	10
	2.3	In Depth Inspection of Entire Culvert	4	12	12	28
	2.4	Concrete testing and sampling (rebound hammer, corings)		12	12	24
	2.5	Survey (Coordination and QA/QC)			2	2
	2.6	Coordinate Concrete compression testing (Up to 6 cores)		2		2
	2.7	Coordinate Concrete microscopic testing (Up to 3 cores)		2		2
	2.8	Coordinate Water Testing		2		2
	2.9	Subsurface Investigation (Coordination and QA/QC)		4		4
	2.10	Sect 106 permit	1		4	5
	2.11	USACE Jurisdictional Letter and Field Inspection			4	4
	2.12	Review MSD future work and overflow records	2		4	6
			9	38	18	93
3	3.0	Concept Phase				
	3.1	Hydraulic Study	4		12	16
	3.2	Report on results of testing and cause(s) of deterioration	2	16		18
	3.3	Identify Repair Options with Concept Exhibits and Estimates of Probable Cost	2	8	4	14
	3.4	Present Repair Options to City of Ballwin	2	2		4
	3.5	Select Project Solution	2	2		4
			12	28	12	56

Attachment A : City of Ballwin BRM-5401(679)  
Hour and Fee Estimate - Access Engineering, LLC  
Holloway Over Grand Glaize  
Design Phase Services

4	4.0	Preliminary Plan Phase					
	4.1	Title Sheet		2	2	8	12
	4.2	Plan Sheets (3 to 5 sheets)		8	20	30	58
	4.3	Cross Section drawings		4	8	16	28
	4.4	Develop Cost Estimate		8		4	12
	4.5	QA/QC Review	4				4
	4.6	Submit Preliminary Plans to MoDOT for Review	3	3			6
	4.7	Initiate Permitting Process (USACE, MDNR, MSD)	1	2	9		12
	4.8	Conduct Public Hearing with open house format	4	4		6	14
	4.9	Coordination with Utilities	1		4	2	7
			13	31	43	66	153
5	5.0	Final PS&E Phase					
	5.1	Final Plan Sheets		4	10	15	29
	5.2	Detail sheets		4	4	8	16
	5.3	Final Cross Section drawings		4	8	12	24
	5.4	Final Quantity Tabulation		4			4
	5.5	Final Engineer's Estimate		4			4
	5.6	Develop Job Special Provisions	10	30			40
	5.7	QA/QC Review	4				4
	5.8	Submit Final PS&E to MoDOT for Review		3			3
	5.9	Utility status Letter			2		2
	5.10	Incorporate MODOT and City comments into Bid Documents	2	6	6	8	22
			16	59	30	43	148
	6.0	Bid Phase (Majority of this phase by City)					
	6.1	Attend Bid Opening		3			3
	6.2	Answer bid questions and RFI's		10			10
			0	13	0	0	13
total hours			59	179	103	141	482

Check 482

Attachment A: City of Ballwin BRM-5401(679)  
Hour and Fee Estimate - Access Engineering, LLC  
Holloway Over Grand Glaize  
Construction Phase Services

		Hours				
Task		Principal	Senior Engineer	Engineer III	Construction Inspector	Total
1	1.0 Construction Phase					
	1.1 Pre-Construction Conference	4	4			8
	1.2 Review Shop Drawings and materials for compliance with specifications	4	20			24
	1.3 Answer Questions During Construction	4	10			14
	1.4 Construction Inspection (Full time inspection for 6 weeks with diary)		10			10
total hours		12	44	0	0	56

Attachment B: City of Ballwin BRM-5401(679)  
Hour and Fee Estimate - Access Engineering, LLC  
Holloway Over Grand Glaize  
Design Phase Services

Labor Costs			
	Hours	Hourly Rate	Dollars
Principal	59	\$ 50.10	\$2,955.90
Senior Engineer	179	\$ 38.08	\$6,816.32
Engineer III	103	\$ 32.67	\$3,365.01
Technician	141	\$ 25.00	\$3,525.00
Total	482		\$16,662.23

Estimated Cost plus Fixed Fee		
Total Labor Costs		\$16,662.23
Overhead	1.8613	\$31,013.41
Fixed Fee (12%)	0.12	\$5,721.08
(12% times Labor and Overhead)		\$53,396.72

Sub Consultants	
SCES, Inc.	\$3,200.00
Reitz & Jens, Inc.	\$6,500.00
Tourney Consulting Group Testing (Microscopic, Compressive, Water)	\$5,500.00
Total Sub consultants	\$15,200.00

Fee Estimate	
Labor, Fee	\$68,596.72
Plus Expenses (Estimated Direct Costs)	\$1,370.00
Total Fee	\$69,966.72

Estimated Direct Costs	
Inspection Equipment (profometer, rebound hammer, core drill)	\$500.00
Postage	\$50.00
Copying Services	\$100.00
Mileage (\$0.555/mile)	\$500.00
Printing	\$220.00
Total Direct costs	\$1,370.00

Does not include permit fees  
Does not include wetland delineation  
Does not include CLOMR or LOMR  
Does not include Title searches nor easement searches  
Does not include archaeologist services

Attachment B: City of Ballwin BRM-5401(679)  
Hour and Fee Estimate - Access Engineering, LLC  
Holloway Over Grand Glaize  
Construction Phase Services

Labor Costs			
	Hours	Hourly Rate	Dollars
Principal	12	\$ 50.10	\$601.20
Senior Engineer	44	\$ 38.08	\$1,675.52
Engineer III	0	\$ 32.67	\$0.00
Construction Inspector	0	\$ 25.00	\$0.00
Total	56		\$2,276.72

Estimated Cost plus Fixed Fee		
Total Labor Costs		\$2,276.72
Overhead	1.8613	\$4,237.66
Fixed Fee (12%)	0.12	\$781.73
(12% times Labor and Overhead)		\$7,296.10

Fee Estimate	
Labor, Fee	\$7,296.10
Plus Expenses	\$200.00
Total Fee	\$7,496.10

Estimated Direct Costs	
Copying Services	
Postage	
Mileage	\$200.00
Printing	
Total Direct costs	\$200.00

# Attachment C

Access Engineering, LLC  
2011 Overhead Calculation  
Revised 4-17-2012

**Direct Labor Base** \$121,448.23

	Per General Ledger	Adjustments	Unallowable Expense	Final Overhead	% of Direct Labor Base
<b>Payroll Additives</b>					
Payroll COGS (recalculated above and below)	\$ 56,577.88	\$ (56,577.88)		\$ -	0.00%
Payroll SGA-non-prod time	\$ 44,622.39	\$ (44,622.39)		\$ -	0.00%
Payroll SGA-Vaca/Sick/Personal time	\$ 10,104.84			\$ 10,104.84	8.32%
Payroll SGA-Vaca/Sick/Personal time-Principal		\$ 5,969.10		\$ 5,969.10	4.91%
Payroll Taxes EE COGS	\$ 17,863.58	\$ (17,863.58)		\$ -	0.00%
Payroll Taxes ER COGS	\$ 6,694.78	\$ 8,503.00		\$ 15,197.78	12.51%
Payroll Taxes EE SGA	\$ 15,956.78	\$ (15,956.78)		\$ -	0.00%
Payroll Taxes ER SGA	\$ 6,581.63			\$ 6,581.63	5.42%
Employee H.S.A. contribution	\$ 1,040.00	\$ (1,040.00)		\$ -	0.00%
Employer H.S.A. contribution	\$ 1,000.32			\$ 1,000.32	0.82%
Health Insurance Employee	\$ 4,628.70			\$ 4,628.70	3.81%
Health Insurance Principal	\$ 5,370.57			\$ 5,370.57	4.42%
Retirement EE Contribution	\$ 4,883.35	\$ (4,883.35)		\$ -	0.00%
Retirement ER Contribution	\$ 3,177.20			\$ 3,177.20	2.62%
Retirement Principal Contribution	\$ 16,000.00		\$ (11,500.00)	\$ 4,500.00	3.71%
<b>Subtotal</b>	<b>\$ 194,502.02</b>	<b>\$ (126,471.88)</b>	<b>\$ (11,500.00)</b>	<b>\$ 56,530.14</b>	<b>46.55%</b>
<b>General Overhead</b>					
Indirect Labor	\$ -	\$ 114,113.62		\$ 114,113.62	93.96%
<b>COGS</b>					
Mileage/parking	\$ 308.50		\$ (308.50)	\$ -	0.00%
Outside consultants	\$ 91,798.98		\$ (91,798.98)	\$ -	0.00%
Postage and Delivery	\$ 42.88		\$ (42.88)	\$ -	0.00%
Printing	\$ 597.78		\$ (597.78)	\$ -	0.00%
Project Supplies	\$ 11,690.00		\$ (11,690.00)	\$ -	0.00%
<b>SGA</b>					
Advertising and Marketing	\$ 515.00		\$ (515.00)	\$ -	0.00%
Automotive (recalculated in depreciation)	\$ 3,795.68	\$ (780.68)		\$ 3,015.00	2.48%
Charitable contributions	\$ 200.00		\$ (200.00)	\$ -	0.00%
City Earnings Tax	\$ 285.00			\$ 285.00	0.23%
Computers (recalculated in depreciation)	\$ 512.57	\$ (512.57)		\$ -	0.00%
Copier (recalculated in depreciation)	\$ 391.24	\$ (391.24)		\$ -	0.00%
Depreciation		\$ 1,728.00		\$ 1,728.00	1.42%
Education	\$ 2,632.79			\$ 2,632.79	2.17%
Liability Insurance	\$ 9,946.00			\$ 9,946.00	8.19%
Licenses, Dues and Subscriptions	\$ 4,523.58			\$ 4,523.58	3.72%
M&E-business development	\$ 83.75			\$ 83.75	0.07%
M&E-client	\$ 1,982.35		\$ (1,982.35)	\$ -	0.00%
M&E-Staff	\$ 300.00			\$ 300.00	0.25%
Mileage/Parking	\$ 385.00			\$ 385.00	0.32%
Non-charitable contributions	\$ 1,071.25		\$ (1,071.25)	\$ -	0.00%
Office Supplies	\$ 1,709.65			\$ 1,709.65	1.41%
Postage and Delivery	\$ 263.13			\$ 263.13	0.22%
Printing	\$ 168.51			\$ 168.51	0.14%
Professional Fees	\$ 520.00		\$ (520.00)	\$ -	0.00%
Rent and Property Tax	\$ 22,977.97			\$ 22,977.97	18.92%
Software	\$ 3,203.65			\$ 3,203.65	2.64%
Telephone and Internet	\$ 4,186.04			\$ 4,186.04	3.45%
<b>Subtotal</b>	<b>\$ 164,091.30</b>	<b>\$ 114,157.13</b>	<b>\$ (108,726.74)</b>	<b>\$ 169,521.69</b>	<b>139.58%</b>
<b>Total Overhead Costs</b>	<b>\$ 358,593.32</b>	<b>\$ (12,314.75)</b>	<b>\$ (120,226.74)</b>	<b>\$ 226,051.83</b>	<b>186.13%</b>

## **ATTACHMENT D**

### **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 Engineer 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 Engineer 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 Engineer 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 Engineer shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**Attachment F**  
**Disadvantage Business Enterprise Contract Provisions**

- 1) Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
- 2) Obligation of the Consultant to DBE's: The Consultant 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 Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant 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 Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
- 5) Replacement of DBE Subconsultants: The Consultant 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 Consultant 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 Consultant 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 consultant.
- 7) 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 Consultant'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 Consultant, the DBE goal amount is not met.
- 8) Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
  - a) Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
  - b) Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
  - c) Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
  - d) Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
  - e) Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
  - f) Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
  - g) Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
  - h) Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.
  - 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.

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