BILL 2014-2

AND

BILL 2014-3

****** Full Readings ******

AGENDA ITEM

TO: Mayor and City Council

FROM: Drew Bontrager, Public Works Director

DATE: January 6, 2014

RE: **Engineering Services Agreement with Transystems Corporation for pedestrian access on N. Walnut and US 36 overpass**

PURPOSE

The attached bill would authorize the City Manager to execute an agreement with Transystems for design and construction services for pedestrian improvements on N Walnut Street and the US 36 overpass.

DISCUSSION & FINANCING

On March 18, 2013 the Council approved a Transportation Enhancement Funds Program Agreement with The Missouri Highways & Transportation Commission for pedestrian access on N. Walnut Street and the US 36 bridge overpass. Since the approval, we have followed the Local Public Agency Guidelines and advertised Request for Qualifications for engineering firms, completed the Consulting Selection Interviews and Rating. Transystems Corporation scored the highest and was selected. Subsequently, MoDot has reviewed all the submittals and the Transystems Agreements and has approved all items.

In order to obtain enough funding, we split this area into two separate projects. The first project, STP-7000(106), is the construction of a five-foot wide sidewalk from Grand Avenue north to the US 36 overpass with the grant amount totaling $140,705. The total estimated project cost is $178,108.00 with our match at $37,403.00. For the second portion we received the maximum grant funding amount of $240,000. This project, STP-7000(105), is the construction of a cantilever pedestrian access on the US 36 bridge overpass. This project is estimated at $322,318.00 with a match of approximately $82,318.00.

The grants are Transportation Enhancement funds which are federal funds available to local public agencies though a competitive grant process for transportation related projects. Public agencies are reimbursed for project costs at a rate of 80%, up to a maximum of $240,000.00 per grant, with a minimum 20% match.

RECOMMENDATION

We are recommending the Council adopt the attached bill authorizing the City Manager to sign the Agreement with the Transystems for the design of and construction services for pedestrian improvements on N Walnut Street and the US 36 overpass. We are also recommending a full reading since we have already accepted the grants and agreed to complete the projects through the Transportation Enhancement Funds Program Agreement with The Missouri Highways & Transportation Commission.

Bill 2014-2

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI TO ENTER INTO AN AGREEMENT WITH TRANSYSTEMS CORPORATION FOR CONSTRUCTION SERVICES AND DESIGN OF PEDESTRIAN ACCESS AT THE US 36/ N. WALNUT STREET OVERPASS, STP-7000(105)

WHEREAS, the City of Cameron has determined pedestrian access along Walnut Street at the US 36 Overpass a priority and applied for and was successful in obtaining Transportation Enhancement grants in order to complete the improvements; and

WHEREAS, the City has completed the Consultant Selection Process and determined Transystems Corporation to be the best firm for this project; and

WHEREAS, the City needs to enter into an agreement for the design and construction services for the improvements; and

NOW, THEREFORE, BE IT ORDAINED by the City of Cameron, Clinton and DeKalb Counties, Missouri as follows:

Section 1. The City Manager is hereby authorized to execute the Agreement with Transystems Corporation for construction services and design of pedestrian access at the US 36 / N Walnut Street Overpass; all as per the agreement attached hereto and made a part hereof.

Section 2. The City Manager is authorized to execute any ancillary documents associated with this project.

Section 3. The Mayor is hereby authorized to sign this Ordinance on behalf of the City of Cameron.

Section 4. The City Clerk is hereby directed to attest to the Mayor's signature.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

Read two times, passed and approved this 6th day of January, 2014.

_____
Mayor Dennis M. Clark

ATTEST:

_____
City Clerk/Finance Clerk

Full Reading

SPONSOR: **City of Cameron, Missouri**
LOCATION: **Walnut Street (Route 69)**
PROJECT: **Walnut Street Sidewalk, Baldwin Street to Bryan Road STP-7000(105)**

THIS CONTRACT is between *City of Cameron,* Missouri, hereinafter referred to as the "Local Agency", and *TranSystems Corporation,* hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Program,* coordinated through the Missouri Department of Transportation, the Local Agency intends to *install new sidewalks along a busy MoDOT roadway* 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 for the Scope of Service specific to this project.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is *-0-* % of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, *-0-* % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL

NO DBE FIRMS INCLUDED.

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 in accordance with the following schedule:
   a. Engineer’s Contract Signed and Notice to Proceed by 01/06/14
   b. Preliminary Design Submittal by 02/17/14
   c. PS&E Submittal to MoDOT by 08/25/14

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 $_5,641.81___, with a ceiling established for said design services in the amount of $ _43,654.86___, 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 $__3,533.00____, with a ceiling established for said inspection services in the amount of $__28,031.33____, 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 _53.34___% 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 _97.27___% 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 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:

None.

Sub-Consultant Name	Address	Services
None.		

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 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, 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 Title VII of the Civil Rights Act of 1964, as amended. 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 - Breakdown of Overhead Rates

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

Attachment E - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 27th day of December, 2013.

Executed by the City this ___ day of _____, 2014.

FOR: THE CITY OF CAMERON, MISSOURI

BY: _____

ATTEST: _____
Clerk

FOR: TRANSYSTEMS CORPORATION

BY: _____
John Zimmermann, Assistant 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

Walnut Street Sidewalk, Baldwin Street to Bryan Road
STP-7000(105)

SCOPE OF SERVICES

PROJECT DESCRIPTION

Design a new sidewalk for the east side of Walnut Street (US 69) from north of Baldwin Street to the north side of Bryan Road, a distance of 1,100 feet. Included in this project:

1) A typical section that includes either a three foot parkway and a five foot wide sidewalk, or, where no parkway is feasible, a six foot wide sidewalk at the back of curb.
2) Designs for six ADA ramps.
3) Structural design of a relocated barrier and a cantilevered sidewalk, extended three feet off the current edge of bridge. Sidewalk clear width shall be five feet.
4) 8' chain link fence on edge of sidewalk through bridge.
5) Traffic sign relocations.
6) Adjusted pavement markings to accommodate the shifted barrier.

BUDGET
Total construction cost is budgeted at $322,318.

PRELIMINARY PLANS (35%)

PR - 105 Kickoff and Survey

1. Conduct a kick-off meeting and design review with the project team and CITY Staff. MoDOT representative attendance at this meeting is requested but not required. Conduct field check at end of meeting.
2. Topographical Survey
    a. Survey area shall be 30' from the back of curb and include roadway and driveway crossings.
    b. Survey shall be a graphic representation of physical features of the land depicting natural and man-made features.
    c. Horizontal & Vertical Control:
        1. Establish Horizontal Control Points and Project Benchmarks. Horizontal Datum will be referenced to Missouri State Plane Coordinate System, NAD1983 (with HARN adjustment), West Zone. Vertical Datum will be referenced to NAVD88.
    d. Property Research and Coordination:
        1. Field search and location of visible property corners and right-of-way markers to establish approximate property boundaries.

2. Research property ownerships and existing right-of-way by highway right-of-way maps and State/City/County GIS.
3. No title reports will be acquired by the TranSystems.

e. Base Mapping:
1. Download and process Raw Field gathered survey files to create (1) Planimetric Base Map and (1) TIN model of the surveyed area.

PR - 106 This Section not used

PR - 107 Preliminary Design

1. Prepare design and develop preliminary plans.
2. Attend one meeting with the CITY and MoDOT officials to review and discuss the schematic drawings of the proposed improvements.
3. Prepare three (3) sets total (2 for the CITY at 11" x 17", and (1) electronic pdf for MoDOT) of the following preliminary construction plans for CITY and MoDOT for review and approval.
   a. 1 Title Sheet
   b. 1 General Notes, Typical Sections, and Coordinate Sheet
   c. 2 Plan Sheets (1"=20')
      1. Includes Pavement Markings and Signing
   d. 2 Bridge Layout Sheets
   e. 1 Workzone Traffic Control Plan Sheet
   f. 1 Special Sheet
   g. 2 Sediment and Erosion Control Sheets (1"=20')
   h. 4 Cross-section Sheets
4. Prepare a construction cost estimate.

PR - 108 Public Engagement

1. Public Meeting: At end of Preliminary Design, prepare one plan-view display and attend one (1) public meeting held at City Council meeting.

PR - 109 Environmental Permits

1. Obtain construction permits and approvals necessary to construct the project under the following regulations:
   a. Section 401 (water quality)
      1. Prepare erosion control plan and SWPPP.
   b. Section 402 (National Pollutant Discharge Elimination System - NPDES) of the Clean Water Act.
      1. Prepare erosion control plan and SWPPP.
   c. Section 404 (Wetlands) Wetland Determination:

1. Prepare Wetlands Determination report to summarize findings of the background research and field investigation. No coordination will be required with USACE.

2. Coordinate compliance with historic preservation, noise abatement and air quality requirements through coordination with the Missouri Department of Natural Resources.
    a. Cultural Resources Coordination: Photograph site and submit a Section 106 Clearance Request Packet.
    b. Air Quality and Noise Abatement will be addressed by MoDOT.

FINAL PLANS AND CONTRACT DOCUMENTS (95%)

FN - 201 Final Design

1. Provide detailed construction plans, cost estimates, specifications and related documents.
2. Prepare quantity summary sheets and MoDOT required LPA checklists.
3. Provide three (3) final sets (2) for the CITY at 11" x 17", and (1) electronic pdf for MoDOT of the following final construction plans for CITY and MoDOT for review and approval.
    a. 1 Title Sheet
    b. 1 General Notes, Typical Sections, and Coordinate Sheet
    c. 2 Plan Sheets (1"=20')
        1. Includes Pavement Markings and Signing
    d. 2 Bridge Layout Sheets
    e. 2 ADA Ramps Construction Detail Sheets
    f. 1 Workzone Traffic Control Plan Sheet
    g. 2 Special Sheets
    h. 2 Sediment and Erosion Control Sheets (1"=20')
    i. 4 Cross-section Sheets
4. Provide updated cost estimate.
5. Prepare and submit special provisions for those items of work not covered by the CITY or MoDOT Standard Specifications.
6. Provide plans for advertising and distribution by the CITY.

END OF DESIGN SCOPE

BIDDING AND CONSTRUCTION INSPECTION SCOPE OF SERVICES

1. Provide list of qualified area bidders and assist the City in advertising for bids.
2. Prepare bid advertisement and send to City for review and advertising.
3. Attend pre-bid meeting and answer questions from contractors regarding the final plans.

4. Provide addendums, bid evaluations and bid recommendation.
5. Facilitate Pre-Construction Conference.
6. Review and comment, or approve, contractor's RFI's, submittals, shop drawings, samples and the results of tests and inspections. (Testing by others.)
7. Once a weekday, for an assumed 4 weeks, be present on site performing the following tasks:
    a. Paperwork review – Meet with City's inspector to review daily diaries and material diaries for conformance with MoDOT LPA requirements.
    b. LPA administration review – Meet with City's inspector to review LPA administration requirements and assist with preparing necessary documents.
    c. Pay Requests – Review pay requests and change order requests generated by the contractor and reviewed by the City.
    d. Inspection – Inspect current construction while on site.
    e. Progress Meetings – Attend progress meeting. (Day of weekly inspection to correspond with the progress meeting date.) Accompany MoDOT and FHWA representatives on site visits when requested.
8. Attend final walk-through and punch list. Review City's final project documentation.
9. Provide a letter recommending project acceptance.
10. Provide one (1) complete set of record drawings in pdf format, based on construction changes documented by the Contractor.

ꕥ END OF CONSTRUCTION ENGINEERING SCOPE ꕥ

PROJECT CONDITIONS

1) Specifications and Standards

    b. CITY will provide the front end documents for the contract and advertising. TranSystems will provide all other standard information required for MoDOT PS&E approvals.
    c. All improvements on this project will be designed to meet APWA design criteria and the plans will be prepared per MoDOT LPA requirements and Missouri Standard Specifications for Highway Construction Guidelines.
    d. City or MoDOT standard plans will be used for all applicable details including culverts, erosion control, traffic control, etc.
    e. All plans, specifications and other documents shall be signed and sealed by TranSystems.

5) General

    a. All drawings will be prepared on standard 22" x 34" sheets.
    b. Bid and construction sets (plans and specifications) will be distributed by the CITY.
    c. Landscaping other than seed and sod is not anticipated.
    d. The CITY reserves the right to request additional work, as changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement/amendment 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 compensations will be covered in the supplement/amendment.
    e. TranSystems will maintain all TranSystems 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 CITY, MoDOT or the federal government during regular working hours at the TranSystems' place of business.

6) Permitting
    a. A Cultural Resource Pedestrian Survey is not included in this scope.
    b. The Contractor will be responsible for complying with all requirements outlined in permits obtained from regulatory agencies.
7) Utilities
    a. TranSystems will provide utility coordination to reduce conflicts and provide coordination of relocation plans. Design and plan preparation of utility relocations are the responsibility of the utility provider.

Scope

1) General
    a. Permit fees for city, state, and federal permits will be paid directly by City.
    b. Construction staking CAD files will not be prepared.
    c. The project will be bid as one set of plans at one construction bid letting.
    d. All available as-built drawings and other information will be delivered to TranSystems at the kick-off meeting.
2) Standards
    a. The project will receive federal funding, MoDOT LPA requirements and submittals will be followed.
    b. The roadway design will follow MoDOT Standards, the City's Design and Construction Standards, supplemented by APWA – Kansas City Specifications and Standard Plans.
    c. Design for the structure will conform to the latest MoDOT requirements, as well as the requirements of the current edition, and latest interims of the AASHTO LRFD Specifications for Highway Bridges.
    d. No specific plan format or CAD workspace is required.
    e. No MoDOT bridge/wall structure number submittals will be needed for this project.
3) Surveys
    a. "Measure down data" will not be collected from existing sanitary and storm water manholes within the project limits.
    b. Utilities will be marked from One-Call locators without delay. TranSystems will monitor their progress in an effort to maintain project schedule.
    c. No utilities will be field marked on the ON-STREET CONNECTION.
4) Structural
    a. TranSystems design of the relocated rail and sidewalk is limited to the design of those elements. Any other new bridge elements needed to accommodate the sidewalk shall be designed by the MoDOT Bridge Division staff.
5) Environmental
    a. Noise or Air Quality assessments and/or mitigation are not included in this scope.
6) Traffic
    a. All traffic control methods and details specified will be acceptable and approved by MoDOT. Traffic control devices shall be governed by the Manual on Uniform Traffic Control Devices

(MUTCD). Improvement plan and profile sheets shall comply with MoDOT standards as outlined in the current MoDOT Policy and Procedure Design Manual.

b. Typical traffic control details will be used for the bulk of the construction activity rather than detailed work zone traffic control plans. Non-standard devices such as integrated changeable message signs, cameras or other vehicle detection methods, etc., are not included.
c. Traffic will be carried through construction on all roadways, but may be reduced to one lane in each direction to accommodate work.
d. No traffic modeling or projections are included.
e. There are no ITS elements associated with the project.
f. No temporary traffic signals are required.
g. Pedestrian signals will not be constructed at Baldwin St. or ramp crosswalks.
h. No sign cross-sections will be prepared. Wayfinding signage and byway signage requirements will be defined in the technical specifications and appropriate details.

7) Lighting
   a. Street Lighting, Pedestrian Lighting and Decorative Lighting design is not included in this scope.
8) Inspection
   a. The inspection phase is based upon a project completion within an estimated time of 75 calendar days, 30 of which will be for work between the ramps, with an assumed notice to proceed for construction on October 13, 2014. Assumed that this inspection will be concurrent with project STP- 7000 (106).
   b. The City will be responsible for approving any DBE requirements for the Contractor.
   c. Items NOT included in this scope, but that can be added for an additional fee:
      i. Daily inspection
      ii. Utility relocation inspection or documentation of these construction activities that may occur prior to the issuance of a notice to proceed and TranSystems' staff mobilizing to the site
      iii. Review of potential project phase changes proposed by the contractor
      iv. Review of proposed value engineering submittals or other changes from the plans
      v. Additional work days due to utility conflicts or any other delays that lengthen the project duration
      vi. Inspection during double shifts by the contractor.
      vii. Pre-construction video
      viii. Worksite safety

Fig. 136.4.1 Contract

The following scope items are <u>not</u> included, but can be added for an additional fee. If and when such services are requested by the City, the parties will execute an amendment to the contract.

A. Bidding
B. Landscaping
C. Bridge Rating
D. Staking property lines or corners
E. Special Structural inspections for code compliance
F. Construction staking
G. Construction testing

END OF PROJECT CONDITIONS

Fig. 136.4.1 Contract

EXHIBIT B

BASIC DESIGN DUTIES

STP-7000(105) Walnut Street Sidewalk, Baldwin Street to Bryan Road

Cameron, Missouri

WORKFORCE AND FEE ESTIMATE

ESTIMATE OF HOURS

Team members shown on the right were used to estimate the fee. The actual personnel may vary.

TASK	#	John Zimmermann PM E4	Greg Nelson Eng E2	Brett Garvey Eng E2	Doug Mason Tech T3	David Glastetter Eng E3	Danette Yun Eng E2	Adam Dinkel Tech T3	Insp I4	Eng E4	Eng E3	Eric Viera Sci SC2	Sci SC3	Jeff Wright Surv S3	Cory Brunk Tech T2	2-Man Survey Crew Crew 2M	Kim McCausley Cler C3	TOTAL
PR - 105	1	5	5															10
PR - 105	2													8	16	22		46
																		0
PR - 106		(not used in this scope)																0
																		0
PR - 107	1	4		10		3	20											37
PR - 107	2	3				3												6
PR - 107	3		8	24	32	5	10	40										119
PR - 107	4			1	1	1	2											5
																		0
PR - 108	1	3			1													4
																		0
PR - 109	1											2						2
PR - 109	2		4															4
																		0
FN - 201	1	3																3
FN - 201	2			4	6	4	8	8										30
FN - 201	3	4	8	32	32	10	20	40										146
FN - 201	4			1	2	1	2											6
FN - 201	5			2														2
FN - 201	6			1	2													3
																		0
																		0
																		0
PR - Preliminary		15	17	35	34	12	32	40	0	0	0	2	0	8	16	22	0	233
FN - Final		7	8	40	42	15	30	48	0	0	0	0	0	0	0	0	0	190
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		22	25	75	76	27	62	88	0	0	0	2	0	8	16	22	0	423
		5%	6%	18%	18%	6%	15%	21%	0%	0%	0%	0%	0%	2%	4%	5%	0%	

TranSystems

EXHIBIT B

BASIC DESIGN DUTIES

STP-7000(105) Walnut Street Sidewalk, Baldwin Street to Bryan Road

Cameron, Missouri

BASE ESTIMATE

Design and Detailing Effort :

E4	22	hours @	$60.00	=	$1,320.00	
E3	27	hours @	$45.00	=	$1,215.00	
E2	162	hours @	$35.60	=	$5,767.20	
E1	0	hours @	$96.00	=	$0.00	
P2	0	hours @	$31.00	=	$0.00	
T4	0	hours @	$112.00	=	$0.00	
T3	164	hours @	$30.00	=	$4,920.00	
T2	16	hours @	$25.00	=	$400.00	
SC2	2	hours @	$30.00	=	$60.00	
I4	0	hours @	$42.00	=	$0.00	
S4	0	hours @	$50.00	=	$0.00	
S3	8	hours @	$42.00	=	$336.00	
2M	22	hours @	$45.00	=	$990.00	
C3	0	hours @	$26.00	=	$0.00	
					Subtotal - Labor:	**$15,008.20**
Payroll Overhead (	53.34	%)			$8,005.37	
General and Admin. Overhead (	97.27	%)			$14,598.48	
					Subtotal - Overhead:	**$22,603.85**
					Total Labor & Overhead:	**$37,612.05**
					15.0% Fixed Fee:	**$5,641.81**

Direct Costs

Mileage:	400	miles @	$ 0.565	=	$226.00	
Printing for Submittals / Reproductions				=	$125.00	
Misc. Expenses (Delivery Services, etc.)				=	$50.00	
					Subtotal (Rounded) - Other Expenses :	**$401.00**

Subcontract Pass-Through Costs

	=	
	=	
	Subtotal - Subconsultants:	**$0.00**

TOTAL DESIGN PHASE FEE: $43,654.86

EXHIBIT B

Bidding and Inspection Phase
STP-7000(105) Walnut Street Sidewalk, Baldwin Street to Bryan Road
Cameron, Missouri

BASE ESTIMATE

E4	16	hours @	$60.00	=	$960.00	
E2	24	hours @	$35.60	=	$854.40	
I4	12	hours @	$42.00	=	$504.00	
I3	152	hours @	$40.00	=	$6,080.00	
T3	16	hours @	$30.00	=	$480.00	
C2	8	hours @	$65.00	=	$520.00	
					Subtotal - Labor:	**$9,398.40**

(Assumed 1 months of 34 hours per week inspection.)

Payroll Overhead (	53.34 %)	$5,013.11	
General and Admin. Overhead (	97.27 %)	$9,141.82	
		Subtotal - Overhead:	**$14,154.93**
		Total Labor & Overhead:	**$23,553.33**
		15.0% Fixed Fee:	**$3,533.00**

Direct Costs

Mileage:	1,540	miles @	$ 0.565	=	$870.10	
Diary Notebooks				=	$50.00	
Misc. Expenses (Delivery Services, etc.)				=	$25.00	
					Subtotal (Rounded) - Other Expenses :	**$945.00**

Subcontract Pass-Through Costs

	=	
	=	
	Subtotal - Subconsultants:	**$0.00**

TOTAL BIDDING AND INSPECTION FEE: $28,031.33

ATTACHMENT C

OVERHEAD RATE BREAKDOWN
FOR YEAR 2012

MoDOT

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

Missouri Department of Transportation
David B. Nichols, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

June 18, 2013

Mr. Michael Steele
Accounting Manager
TranSystems Corporation
2400 Pershing Road, Suite 400
Kansas City, MO 64108

Dear Mr. Steele:

We have performed a cognizant review of the audit, and supporting working papers, of the Indirect Cost Rate of TranSystems Corporation for the year ended December 31, 2012 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm, KPMG, LLP. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe the audit; supporting working papers for the Indirect Cost Rates; and the related Accountant's Reports did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Consolidated Overhead Rate, including premium overtime	148.52%
FCCM	.26%
Consolidated Overhead Rate, excluding premium overtime	149.77%
FCCM	.26%
Consolidated Overhead Rate, excluding premium overtime from the direct labor base and including premium overtime in overhead	150.61%
FCCM	.26%

For State of Missouri projects, the audited rates for 2012 are applicable for proposal preparation and adjustment of invoices for cost plus-fixed-fee contracts until the issuance of an audit report covering the year ended December 31, 2013. The 2012 rates may also be used as provisional 2013 overhead rates on current invoices.

If you have any questions, please contact Robert H. Mason at (573) 522-9578.

Sincerely,

Kelly R. Niekamp

Kelly R. Niekamp
Audit Manager

ATTACHMENT D

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 E

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment 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 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 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. 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 the following 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 G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): TranSystems Corporation

Project Owner (LPA): City of Cameron, Missouri

Project Name: Walnut Street Sidewalk, Baldwin Street to Bryan Road

Project Number: STP-7000(105)

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 indentified, complete and sign this form and submit to LPA

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

LPA	Consultant
Printed Name:_____	Printed Name:___John Zimmermann____
Signature:_____	Signature:_____
Date: _____	Date: 12/27/13