



PROFESSIONAL SERVICES – REQUEST FOR APPROVAL

Approved by Consent Agenda: TO BE COMPLETED BY COUNCIL STAFF ONLY

Title: Interstate Drive Extension To Route T - ROW Design [] RFQ [] RFP [x] RFQ/RFP #: Cooperative
Dept: Highway [v] Contact Person: Chris Bostic Ext.: 7165

Description (service, justification and use):

Horner & Shifrin, Inc. Engineering Design Service Contract Agreement with St. Charles County Highway Department will provide Professional Consulting services planning, engineering, design, estimating, and coordination services for the Right-of-Way Design for Interstate Drive Extension to Route T.

Award to: Horner & Shifrin, Inc. [] Location: 401 S 18TH St., St. Louis, MO 63103 []

Was the vendor pre-qualified? Yes [x] No []

Total negotiated price: \$ 389,756.00 Contract term: Until project is complete with _____ renewals.

Price break-down (if applicable): N/A

Proposal opening held on: December 1, 2022 [] Opened by: Chris Bostic

Account number to be charged for purchase: 2059400-47601-92023 Interstate Dr. to Rte T []

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:

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RFP/RFQ #: Cooperative

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: EFK Moen, LLC Location: St. Charles, MO 63303

Vendor: HR Green Location: Chesterfield, MO 63017

Vendor: Lochmueller Group Location: St. Charles, MO 63301

Vendor: _____ Location: _____


Vendor: _____ Location: _____

Vendor: _____ Location: _____

Vendor: _____ Location: _____

Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.


Department Director/Elected Official Signature

1/12/23
Date


Approval of Acting Director of Finance

1/13/23
Date

BELOW ONLY TO BE COMPLETED FOR PROPOSALS AT LEAST \$15,000 AND LESS THAN \$50,000. See instructions at the top of pg. 1.

Director of Administration Signature

Date

INTERSTATE DRIVE EXTENSION TO ROUTE T
RIGHT-OF-WAY DESIGN
ENGINEERING DESIGN SERVICES CONTRACT

This contract, entered into in the County of St. Charles, State of Missouri, is by and between St. Charles County, a County Government, hereinafter referred to as COUNTY, and Horner & Shifrin, Inc., a Missouri Corporation, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY is seeking professional engineering, design, and coordination services for the Right-of-Way Design for the Interstate Drive Extension to Route T in partly unincorporated St. Charles County.

WHEREAS, the CONSULTANT has submitted a proposal in response to provide such professional and technical services, and

WHEREAS, the COUNTY and the CONSULTANT have held subsequent meetings after the submittal of the proposal to define the terms and conditions of such professional engineering, design, and coordination services, which terms and conditions are specified herein,

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions here contained, it is agreed to the following:

I. BASIC SERVICES

1. GENERAL

CONSULTANT agrees to perform the Project Scope of Services as outlined in Section 1 through Section 6 of the "REQUEST FOR PROPOSALS For ENGINEERING SERVICES For INTERSTATE DRIVE TO ROUTE T RIGHT-OF-WAY DESIGN." A Sealed Proposal was previously provided by the CONSULTANT and the proposal solicitation and required scope of services was discussed in meetings that followed the submittal of the CONSULTANT's proposal. The "Project Scope of Services," along with the other relevant Sections noted above from the Request for Proposal documents, defined the terms and conditions of the professional engineering, design, and coordination services required for this project, and were agreed to by the CONSULTANT, as modified by further correspondence.

II. TERM

This contract shall become effective upon execution by all parties hereto and shall continue until completion of the project. The CONSULTANT shall provide ultimately the services as outlined in Section I through XIV.

III. RELATIONSHIP OF THE PARTIES

The parties to this contract agree that the relationship created by this contract is that of employer-independent contractor. The CONSULTANT is not an employee of the COUNTY, and is not entitled to the benefits provided by the COUNTY to its employees including, but not limited to, group insurance and pension plan. The CONSULTANT may conduct services for others during the term of this contract. The COUNTY may contract with others to provide the services called for in this contract in the event that the

CONSULTANT breaches its obligations contained in this contract.

IV. SUPERVISION

In the performance of the work contemplated, the COUNTY has the authority to control and direct the performance of the details of the work. The COUNTY through official agreement can transfer supervision authority to another governmental jurisdiction of which the CONSULTANT would be placed under for supervision.

V. INDEMNIFICATION

The CONSULTANT shall indemnify and hold the COUNTY harmless from any liability loss or damage the COUNTY may suffer as a result of claims, demands, costs, or judgments arising out of the CONSULTANT'S negligence in the performance of this contract.

VI. SCHEDULE

The professional and technical services provided by the CONSULTANT shall begin upon the full execution of this contract by all parties and the issuance of the initial Notice to Proceed. The CONSULTANT shall insure that their work and progress in the planning and design of the project is carried out efficiently and expeditiously. Certain submittals were defined in the "Project Scope of Services" and "Working with St. Charles County Highway" referenced in Section I of this contract. These required submittals are the basis for payments to the CONSULTANT as more fully explained in Section VII of this contract. Therefore, the following mandatory schedule for each of the submittal phases is hereby defined:

INTERSTATE DRIVE EXTENSION TO ROUTE T PROPOSED TIMETABLE FOR SUBMITTALS				
<u>PHASE</u>	<u>MAJOR DELIVERABLES</u>	<u>CALENDAR DAYS</u>	<u>EST. COMPLETION DATE (MON/YEAR)</u>	<u>START/TRIGGER</u>
Contract Negotiations	<i>Signed and approved Design Contract</i>	30 days	Jan. 2023	2 nd County Council Meeting of January 2023
Conceptual Design Phase	<i>Survey & Base Mapping, Alignment Strip Map, Geotechnical Report; Preliminary Hydraulic Report; Conceptual Plans; Engineer's Estimate</i>	150 Days 60 Day Review	June 2023 August 2023	*days after Notice to Proceed
Preliminary Design Phase	<i>Preliminary Plans; Final Hydraulic Report; Engineer's Estimate;</i>	150 Days 60 Day Review	January 2024 March 2024	*days after approval of Conceptual Design Phase *Project Permitting should be complete by end of phase

Right-of-Way Design Phase	<i>Right-of-Way Plans; Right-of-Way Exhibits; Property Descriptions; Summary Spreadsheet Engineer's Estimate</i>	120 Days	July 2024	*days after Notice to Proceed with Right-of-Way Design Phase from COUNTY
		60 Day Review	Sept. 2024	

A Phase is not complete until COUNTY issues the approval, and said approval shall not be granted until CONSULTANT has submitted or performed complete and accurate work fully comprising the requirements for the Phase. The number of calendar days between the approval date of the prior phase and the start of the next phase is exclusive of the COUNTY review time, as well as any necessary re-submittals and re-reviews. The COUNTY shall not be held liable for delays caused by these other reviewing agencies.

VII. COMPENSATION

The COUNTY shall compensate the CONSULTANT for the services described in Section I of this contract by making payment to the CONSULTANT based on the following fee schedule:

<i>Interstate Drive Extension to Route T Compensation Form</i>			
<i>Design Services</i>	<i>Conceptual Design Phase</i>	<i>Conceptual Plan Preparation</i>	<u>\$83,225.00</u>
		<i>Topographic Survey & Base Map</i>	<u>\$39,187.00</u>
		<i>Preliminary Hydraulic Report</i>	<u>\$17,465.00</u>
		<i>Geotechnical Report and Wetland Delineation</i>	<u>\$41,470.00</u>
		<i>Engineer's Estimate</i>	<u>\$3,250.00</u>
		<i>Total Fee</i>	<u>\$184,597.00</u>
	<i>Preliminary Design Phase</i>	<i>Preliminary Plan Preparation</i>	<u>\$73,588.00</u>
		<i>Environmental Coordination</i>	<u>\$76,900.00</u>
		<i>Final Stormwater Design Report</i>	<u>\$13,875.00</u>
		<i>Engineer's Estimate</i>	<u>\$3,560.00</u>
		<i>Public Meeting</i>	<u>\$7,515.00</u>
		<i>Total Fee</i>	<u>\$175,438.00</u>

Right-of-Way Design Phase	<i>Right-of-Way Plan Preparation</i>	\$21,923.00
	<i>Engineer's Estimate</i>	\$1,155.00
	<i>Right-of-Way Acquisition Documents</i>	\$6,643.00
	Total Fee	\$29,721.00
	Total Design Fee	\$389,756.00

These fees and payments shall constitute complete compensation in full for the CONSULTANT'S labor, salaries, travel, lodging, equipment, materials, and subcontract costs necessary to complete the work specified for basic services.

It is expressly understood and agreed that in no event will the total compensation to be paid for the services described in Section I of this contract exceed **\$389,756.00**, unless a contract addendum is authorized and approved by COUNTY.

The CONSULTANT will be compensated in accordance with the following fee stipulations:

- A. The COUNTY will pay invoices of the CONSULTANT on a monthly basis. Payment will be made within 45 days of the invoice date, if invoices are submitted in accordance with these requirements, and most particularly, **Paragraph C** below. The CONSULTANT must submit as the invoice, or as attachment to their standard company invoice, a St. Charles County approved standard billing format relative to the fee schedule in this Engineering Design Services Contract.
- B. The COUNTY will retain 5% of each invoice amount until completion and acceptance of the Final Right-of-Way Design.
- C. The COUNTY will pay for work on each phase and task based on the estimated percentage of work completed at the time of the invoice. The COUNTY will not pay more than 75% of a phase or task until the document has been submitted for review and approval. The COUNTY will not pay more than 90% of a phase until the phase has been approved. No payment on subsequent phases or tasks will be processed until the preceding phases have been approved.
- D. In the event that the approval of the Right-of-Way Design Phase is not granted within the contractually required dates in the project timetable, the Consultant's payment for that submittal shall be reduced by one hundred (\$100.00) dollars for each calendar day that said approval is beyond the number of days described in the Required Timetable for Submittals. Plan or other document resubmittals shall be made within 14 calendar days unless additional time is allowed in writing by the COUNTY. CONSULTANT'S payment shall be reduced by one hundred (\$100.00) dollars for each calendar day that said submittal is beyond this 14 day period. CONSULTANT and COUNTY agree that these amounts are reasonable estimates of damages in the event of a breach of the requirements referred to in this paragraph.
- E. The CONSULTANT shall not be in default under this Contract for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; civil disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Engineering Design Services

Contract. Should such circumstances occur, the CONSULTANT shall give COUNTY written notice of such event immediately thereafter and the parties shall mutually agree on a reasonable modification to the project schedule and potential adjustments to CONSULTANT'S compensation.

VII. INVOICING AND PAYMENT

Invoices submitted to the COUNTY for payment shall be clearly noted as originating from the CONSULTANT and be provided in a COUNTY-approved format. Invoices shall be accompanied by Progress Status Reports, as noted in the Project Scope of Services. The COUNTY shall make payment for all invoices submitted in accordance with Section VII of this agreement as the work is completed.

IX. CONTACT PERSONS

For the purposes of contract administration, correspondence and general clarity of communication, the COUNTY and CONSULTANT shall designate one individual as a contact person. The designated individual for the COUNTY shall be Chris Bostic. The designated individual for the CONSULTANT shall be John Klein.

X. TERMINATION

All other provisions notwithstanding, the COUNTY may terminate this contract, with or without cause, by giving CONSULTANT ten (10) days prior written notice of such termination. In the event of such termination, the COUNTY shall pay the CONSULTANT its compensation and expenses to and through the actual date of termination as well as any reasonable expenses incurred as a consequence of terminating this project.

XI. OWNERSHIP OF DOCUMENTS

All original documents, studies, reports, drawings, maps, and plans prepared by the CONSULTANT for the project shall be deemed to be the property of the COUNTY, and these deliverables shall be supplied on or before the specifically required phases of the project to the COUNTY. COUNTY agrees that any reuse of any such documents on other projects not contemplated under this agreement shall be at the COUNTY'S sole risk, without legal liability to CONSULTANT.

XII. ASSIGNABILITY

No portion of the contract shall be sublet, assigned, transferred, or otherwise disposed of, except with the written consent of the COUNTY. Written consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed so as to relieve the CONSULTANT of any responsibility for the fulfillment of the contract.

XIII. INSURANCE

The CONSULTANT shall not commence work under this contract until he has:

1. Obtained all insurance required under this paragraph.
2. Provide the COUNTY with a Certificate of Insurance verifying that the policy or policies are in force and effect and that the same will not be cancelled or materially altered, or amended so as to violate the requirements of this section (Section XIII) without forty-five (45) days prior written notice having been given to the COUNTY.
3. Such insurance has been approved by the COUNTY.

Said insurance shall specifically name the County of St. Charles as an additional insured party under said policies, except Workers Compensation and Errors and Omissions Insurance, and said insurance shall be carried with a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. Should any such policy be cancelled, the COUNTY shall be notified of such cancellation by the insurance carrier in writing not less than thirty (30) days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy, the duty to give such notice. The CONSULTANT shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workers Compensation so the COUNTY will not be liable in any way for any claim evolving from said work in carrying out the contract.

WORKERS COMPENSATION INSURANCE: The CONSULTANT shall obtain and maintain during the term of this contract, Workers Compensation Insurance for all of his employees performing work under this contract, and in case any work is sublet, shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT.

LIABILITY INSURANCE: The CONSULTANT shall obtain and maintain during the term of this contract, Liability Insurance with minimum limits as follows:

A. Commercial General Liability Insurance, combined single limit: \$500,000.00 each occurrence and \$1,000,000.00 aggregate.

B. Auto and Truck Liability Insurance covering all owned, hired, and non-owned vehicles: \$500,000.00 each occurrence.

In the case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide liability insurance unless covered by the protection afforded by the CONSULTANT.

ERRORS AND OMISSIONS INSURANCE: The CONSULTANT shall obtain and maintain during the term of this contract Errors and Omissions Insurance in the amount of \$1,000,000.00 for this project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Errors and Omissions Insurance, unless covered by the protection afforded by the CONSULTANT.

XIV. COVENANT AGAINST CONTINGENT FEE

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bonafide employee working for their company, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bonafide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability.

[The remainder of this page is left intentionally blank.]

AUDIT CLAUSE FOR CONTRACTS

Examination of Records

The Contractor's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Contractor shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations obtained during audits will be kept confidential.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the **County** this _____ day of _____, 2023.

Executed by the **Consultant** this 11th day of January, 2023.

HORNER & SHIFRIN, INC.

ST. CHARLES COUNTY, MISSOURI

By *Justin D. Gjn*
Title Vice President

By _____
Title County Executive

ATTEST:
David Behm
Asst Regional Manager

ATTEST:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order 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 this obligation.

Tracy A. Bayne
Tracy Bayne
Acting Director of Finance