PROFESSIONAL SERVICES – REQUEST FOR APPROVAL

Title: Missouri Route A Roadway and Signal Improvements
Dept: Transportation
Contact Person: Amanda Brauer
Ext.: 7490

This contract is for design of roadway and signal improvements on Route A based on a Governor’s Cost Share application approved last year. The project includes new parking shoulders, added right turn lanes, new shoulders, new guardrail, new continuous lighting, two new traffic signals, new conduit and fiber for MoDOT and GGL use, and new pavement treatment. The project is on an accelerated schedule and is expected to begin construction late this year at the conclusion of a MoDOT pavement rehabilitation project.

Design services were solicited using the County’s pre-qualified consultant list. The RFQ was sent to nine firms meeting the project criteria. Due to the accelerated schedule, only two firms were able to submit proposals. EFK Moen was selected based on their history of design work for the County and MoDOT.

Award to: EFK Moen, Inc
Location: St. Charles, MO

Was the vendor pre-qualified? Yes ☑ No ☐

Total negotiated price: $457,504.00 Contract term: 6 months with 0 renewals.

Proposal opening held on: February 14, 2020 Opened by: Amanda Brauer

Account number to be charged for purchase: 47695-10200

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.
PROFESSIONAL SERVICES – REQUEST FOR APPROVAL

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: Lochmueller Group Location: St. Peters, MO

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

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.

Amanda Brauer
Department Director/Elected Official Signature

Date: 3/03/2020

Approval or Concurrence of Director of Finance

Date: 3/3/20

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
ROUTE A IMPROVEMENTS
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 EFK Moen, Inc., a Missouri Corporation, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY is seeking professional engineering, design, and coordination services for the Route A Improvements project in St. Charles County and directed a Request for Qualifications for Consultant Services—Missouri Route A Roadway and Signal Improvements to a list of pre-qualified firms, and

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

I. GENERAL

CONSULTANT agrees to perform the Project Scope of Services as outlined in “Exhibit I Scope of Services”.

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 ensure that their work and progress in the planning and design of the project is carried out efficiently and expeditiously. Certain submittals are defined in Exhibit I, Scope of Services. 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:

<table>
<thead>
<tr>
<th>Phase/Submittals</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed/Submit Section 106 application/Begin T&amp;E assessment</td>
<td>March 11, 2020</td>
</tr>
<tr>
<td>Submit Request for Environmental Review</td>
<td>April 11, 2020</td>
</tr>
<tr>
<td>Submit draft signal, lighting and ITS to MoDOT Traffic/GGL</td>
<td>May 15, 2020</td>
</tr>
<tr>
<td>Progress meeting</td>
<td>June 1, 2020</td>
</tr>
<tr>
<td>Submit draft Final Plans, Specifications &amp; Engineer's Estimate</td>
<td>by June 29, 2020</td>
</tr>
<tr>
<td>Final Plans Check Meeting with MoDOT and St. Charles County</td>
<td>Week of June 29th</td>
</tr>
<tr>
<td>Submit Sealed PS&amp;E</td>
<td>by July 31, 2020</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Design Services</th>
<th>Compensation Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Design Phase</td>
<td>Topographic Survey &amp; Base Map $41,288</td>
</tr>
<tr>
<td>Geotechnical Report</td>
<td>$17,925</td>
</tr>
<tr>
<td>Environmental Services</td>
<td>$29,400</td>
</tr>
<tr>
<td>Final Design, Coordination &amp; Supporting Documents</td>
<td>$359,573</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>Construction Support $9,318</td>
</tr>
<tr>
<td>Total Project Fee</td>
<td>$457,504</td>
</tr>
</tbody>
</table>

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 $457,504 unless a contract addendum is authorized and approved by COUNTY. Any such addendum must be approved and executed before any work provided for in such addendum is performed.
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 Design. Payment for Construction Services will not be made until the specific service has been completed.

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 the CONSULTANT does not submit the draft PS&E package by the date as described in Section VI Schedule, the CONSULTANT’s payment for the project shall be reduced by one hundred ($100.00) dollars for each calendar day that said submittal is beyond said date, unless additional time is allowed in writing by the COUNTY. The COUNTY shall have a maximum of fourteen (14) calendar days to provide comments on the CONSULTANT’s draft submittal for the resubmittal of the Sealed PS&E package to occur by the CONSULTANT by the date as describe in Section VI. In the event the CONSULTANT does not submit the Sealed PS&E package by said date, the CONSULTANT’s payment for the project shall be reduced by one hundred ($100.00) dollars for each calendar day that said submittal is beyond said date, unless additional time is allowed in writing by the COUNTY.

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 Amanda Brauer. The designated individual for the CONSULTANT shall be Margaret Bruns.

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. Provided the COUNTY with a Certificate of Insurance (COI) 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 terms of this contract, Workers Compensation Insurance for all of her 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: $1,000,000.00 each occurrence and $3,000,000.00 aggregate.

B. Auto and Truck Liability Insurance covering all owned, hired, and non-owned vehicles: $1,000,000.00 each occurrence and $3,000,000.00 aggregate.
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.

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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 ________, 2020.

Executed by the CONSULTANT this 2nd day of March, 2020.

EFK MOEN, LLC

By: 

Title: Linda Moen, President

ST. CHARLES COUNTY, MISSOURI

By: 

Title: Steve Ehlmann, County Executive

ATTEST:

Paul J Kronlage, VP

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.

Robert Sehnur, CPA
Director of Finance
Route A Improvement  
Exhibit I – Scope of Services

General Project Scope:

St. Charles County, Missouri wishes to improve the roadway of Route A, from Interstate 70 to US Route 61 in St. Charles County, Missouri. These improvements will include the following general tasks:

- Pavement Treatment/Overlay from I-70 to US 61, excluding the railroad bridge.
- Pavement and Shoulder widening for right turn lanes at the four (4) GM entrances.
- Sixteen (16) foot wide shoulders for truck parking south of GM Entrance #1.
- Signal Replacement at GM Entrance #2 & #4.
- Continuous street lighting within project limits.
- ITS improvements, including new conduit/fibers run within project limits and 2 CCTV cameras.
- Guardrail improvements, including length of need calculations.

Scope of Consulting Services

In order to achieve the above project goals and objective, EFK Moen will provide:

1. Meetings
   a. Client Meetings (Kick-off Meeting, Progress Meeting, Final Design Check Meeting, PreConstruction meeting)
   b. Team Meetings – Assume bi-weekly coordination meeting.

2. Public Meeting: If needed, EFK Moen will assist the County with hosting a public meeting. This scope of work shall include:
   a. Attending Public Meeting with County representatives
   b. Producing Exhibits, Displays, handouts as requested by the County
   c. Record/Compile comment forms

3. Geotechnical Services: EFK Moen’s subconsultant, SCI, will conduct subsurface explorations for the proposed retaining walls and pavement widening. Exploration and reports meet all applicable MoDOT and FHWA standards for geotechnical investigations.
   a. New Pavement – Borings and Pavement Design (max 8 borings)

4. Environmental Services: EFK Moen’s subconsultant, SCI, will provide environmental services necessary to obtain NEPA classification and required NEPA documentation to secure federal funds for this project and to acquire right of way. One (1) complete Request for Environmental Review (RER) for will be submitted to MoDOT during the preliminary design stage. After consultation with FHWA, MoDOT will assign a NEPA classification for the project. The classification determines the level of NEPA documentation required and steps to complete (i.e. obtain Section 404 permit, floodplain no-rise certifications, Section 106 compliance, CE2 preparation, etc) Depending on the scope required to complete NEPA.

5. Coordination with other Agencies
   a. MoDOT Area Team
      i. Coordination design and address comments
   b. MoDOT Permit department

3/2/2020
Route A Improvement
Exhibit I – Scope of Services

i. Coordination so that the contractor will be able to pull a MoDOT permit to perform County’s project within MoDOT Right of Way.

   c. MoDOT ITS Group & Gateway Green Light (GGL)
      i. HR Green will jointly coordinate with these two entities for the fiber run and communication plan.

   d. FAA coordination and documentation
      i. Submit documentation for new light poles and signals as needed

   e. Utilities coordination
      i. HR Green will submit Power Requests for Signals and Lighting
      ii. Request Missouri One Call in areas of widening, light poles, and guardrail
      iii. Provide County plans as needed for coordination
      iv. Attend Utility Meeting as needed.

6. Existing Conditions (Survey, existing information)
   a. Request MoDOT As-builts
   b. Download East-West Gateway’s most recent aerials and georeferenced them into base map.
   c. Download existing/most recent LIdar surface information
   d. Topographic Survey –
      i. Traditional survey will be used to provided in the areas or pavement shoulder widening (as shown on the County’s proposed design) and guardrail replacement.
      ii. Stake proposed light pole locations
      iii. Locate conflicting utilities at proposed street light poles locations
      iv. Establish Horizontal and Vertical Control with 3-point ties (approximately 21 points)
      v. Coordination with Missouri One-Call
      vi. Establish existing Right of Way

   e. Site Visits

7. Construction Plans
   a. Final Construction Plans are anticipated to include the following Sheets
      i. Title Sheet
      ii. Typical Section Sheets
      iii. Summary of Quantity Sheets
      iv. Plan Sheets (aerial based, but including supplemental traditional survey)
      v. Reference/Coordinate Points Sheets
      vi. Special Sheets
         1. Utility Plan of Adjustments
         2. Intersection Warping
         3. Intersection Detail Sheet
         4. Stormwater Detention details, if necessary
         5. Stormwater Quality details for permanent erosion control, if necessary
         6. Misc Details
      vii. Temporary Traffic Control Plan Sheets
Route A Improvement
Exhibit I – Scope of Services

viii. Temporary Erosion Control Sheets
ix. Lighting Plan Sheets, displaying ITS fiber run (including lighting quantity sheets)
   – HR Green
x. Signal Plans Sheets (including D sheets) – HR Green
xi. ITS Communication Sheets, displaying fiber termination plans – HR Green
xii. Signing Plan Sheets (including D sheets and cross sections)
xiii. Pavement Marking Sheets – HR Green
xiv. Stormwater Profile Sheets (Culvert Sections) – Assume 4 sheets max.
xv. Cross Sections Sheets (50-ft intervals)

8. Job Special Provision: The Missouri Department of Transportation Standard Specifications for Highway Construction will be adopted for the specifications of this project and appended as needed with Job Special provisions. EFK Moen and HR Green will compile a list of project specific specifications.

9. Engineer’s Estimate of Probable Construction Cost (EEOPCC): EFK Moen with, based on the based on the construction plans and specs, will complete a final engineer’s estimate of probably construction costs utilizing Bid Tabs Net.

10. Misc Bid Documents
    a. Electronic Deliverables
    b. Traffic Management Plans
    c. Workday Study
    d. D-12 form
    e. D-15 form for Signals & Lighting

11. Construction Assistance
    a. Attend Pre-Construction Conference
    b. Answer contractor questions during construction, when requested by the County, for special issues regarding plan conformance or plan interpretation.

12. Submittals
    a. Draft Submittal
       i. Plan Sheets, Signal Plan layout, Lighting Plan layout & Fiber run layout
    b. Draft Final Plans, Specifications, and Estimate
    c. Sealed PS&E with miscellaneous bid documents

13. Quality Control / Quality Assurance: EFK Moen will establish review and checking procedures for the project deliverables and the process for executing quality control procedures (QA). In addition to internal quality checks, EFK Moen and HR Green will provide peer review checks for each other’s work.

Services Provided by the County
In order to achieve the above project goals and objective, the County will provide:

- Utility Coordination per St. Charles County Road Utility Relocation Act (SCCURA), including utility research and procuring utility maps.
- Contract Administration

3/2/2020
Route A Improvement
Exhibit I – Scope of Services

- Management Services
- Technical Reviews

Excluded Services:
The following services will not be included or provided by EFK Moen or team members within this scope of services.

- Preliminary or Right-of-Way design Submittals
- Legal Descriptions or Exhibits
- Title Research
- Preparation of any certified land corner documents
- No Right-of-Way acquisitions services, including appraisals or condemnation services
- Advertisements for Public Meeting
- Booking venues for Public Meeting
- Any fees required for approvals or permits.
- Re-establish existing property corners which may have been damaged, removed or not found for this project.
- Review of contractor submittals or shop drawings, beyond retaining walls.
- Traffic analysis or modeling.
- Collection of traffic counts.
- Water or Sanitary Utility Design
- Pavement Type Selection for Pavement Treatment (assume MoDOT PTS letter will be used)
- Aesthetics Enhancements
- Sign Truss Design
- NEPA public meetings
- Noise Analysis Report
- Project Level Carbon Monoxide (CO) analysis
- Utility Research
- Attending Public Meetings
- Create displays, exhibits, etc for Public Meetings
- Shop Drawing or Contractor Submittals Review