

REQUEST FOR LEGISLATIVE ACTION




Completed by County Counselor's Office:

~~Res~~Ord No.: 4962

Sponsor(s): Greg Grounds

Date: April 3, 2017

<p>SUBJECT</p>	<p>Action Requested</p> <p><input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Approving an Agreement with Shafer, Kline and Warrren for the design of Tarsney Lake Spillway Bridge Repairs County Project #3202, Federal Project No. BRO-B048(55)</p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 499 1195 842"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$99,850.00</td> </tr> <tr> <td>Amount previously authorized:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$99,850.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> <tr> <td>004-1507-58040 Special Projects</td> <td>\$4,700.00</td> </tr> <tr> <td>FROM: 010-Grant Fund, 2810 Undesignated Fund Balance</td> <td></td> </tr> <tr> <td>TO: 010-1566-58050 Bridges</td> <td>\$95,150.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: NA</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable):N/A</p>	Amount authorized by this legislation this fiscal year:	\$99,850.00	Amount previously authorized:	\$0.00	Total amount authorized after this legislative action:	\$99,850.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO		004-1507-58040 Special Projects	\$4,700.00	FROM: 010-Grant Fund, 2810 Undesignated Fund Balance		TO: 010-1566-58050 Bridges	\$95,150.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>O 4867 dated 7-18-16</u></p> <p>Prior resolutions and (date):</p>																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Glen Dvorak, Public Works Project Manager, 816-881-4499 (office), 816-769-4184 (cell)</p>																
<p>REQUEST SUMMARY</p>	<p>The County entered into an agreement with MoDot to make repairs to Tarsney Lake Spillway bridge located on Beach Road at the east end of the Tarsney lake dam, in the Off System Bridge Program (BRO). The authorization includes design and construction. This program provides for 80% funding on eligible costs for the project. The Local Entity is responsible for the 20% match. Jackson County has soft match credit which will be used for the 20% match.</p> <p>MoDot has pre-qualified Engineering Consultants to design BRO projects. The Public Works Department selected 3 firms from the Modot prequalified list, gave them a project related questionnaire, then selected one based on the answers to those questions. MoDot has approved the Engineer selection and fee. Modot separates out construction engineering and has not committed to obligating funds for that portion (\$4,700.00) so we are encumbering funds from our budget for this work. We believe Mudot will obligate and participate in the construction engineering but does not want to commit until the construction phase of the work. Modot has a DBE requirement of 10% for this work, and the Consultant has committed to 13.7%. The list of DBE's is included on page 1 and 2 of the attached agreement.</p> <p>We request that:</p> <ul style="list-style-type: none"> • A resolution be prepared authorizing the County Executive to execute the agreement with Shafer Kline and Warren for the design of the repairs on the Tarsney Lake Spillway. 																

	<ul style="list-style-type: none"> That \$95,150.00 be appropriated from the grant fund and the Manager of Finance be authorized to encumber \$99,850.00 to cover the costs of the design contract. 	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Modot approval letter, Engineering Agreement, Location map, picture of existing structure, compliance certificate, tax clearance	
REVIEW	Department Director: 	Date: 3.24.17
	Finance (Budget Approval): If applicable 	Date: 3/22/17
	Division Manager: 	Date: 3.24.17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund	\$95,150.00
004-1507-58040	Special Projects	\$4,700.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: March 22, 2017

ORD # 4962

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Grant Fund - 010			
<u>1566 - Tarsney Lake Bridge</u>	<u>45883 - Increase Revenues</u>	<u>95,150</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>95,150</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>95,150</u>	
<u>1566 - Tarsney Lake Bridge</u>	<u>58050 - Culverts</u>		<u>95,150</u>

This expenditure was included in the Annual Budget.

Road & Bridge Fund - 004			
<u>1507 - Special Projects in PW</u>	<u>58040 - Roads & Highways</u>		<u>4,700</u>

 3/22/17
Budgeting



Kansas City District

Missouri Department of Transportation

600 Northeast Colbern Rd.
 Lee's Summit, Missouri 64086
 816.607.2280
 Fax: 816.622.6550
 1.888.ASK MODOT (275.6636)

February 28, 2017

Glen Dvorak
 Project Manager
 303 W Walnut
 Independence, MO 64050

RE: BRO-B048(55) Beach Drive / Tarsney Lake Spillway

Mr. Dvorak:

Preliminary Engineering funding has been obligated for BRO-B048(55) and the county has notice to proceed. This project has been approved for up to \$95,150.00 in federal funding and bridge soft match credit for all participating design work. A breakdown of the funds can be found below.

Service Type	Approved Amount	Federal Share (80%)	Jackson County Bridge Credit Account (20%)
Preliminary Engineering	\$95,150.00	\$76,120.00	\$19,030.00

The studies, as well as other preliminary activities needed to determine the most appropriate design solution, are approved as BRO participating (reimbursable). Additionally, all reasonable design work related to the main spillway structure and roadway approaches will be considered participating. MoDOT will want to review the final design proposal that results from the studies to determine participating tasks before the development of final plans. As discussed previously not all design items may be reimbursable under the BRO program.

Please contact me at (816) 607-2147 or Sean.Partain@modot.mo.gov if you have any questions or concerns.

Sincerely,

Sean D. Partain
 Intermediate Transportation Planner



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

SPONSOR: Jackson County
LOCATION: Tarsney Lake Beach Road Bridge 4219001
PROJECT: BRO-B048 (55)

THIS CONTRACT is between *Jackson County*, Missouri, hereinafter referred to as the "Local Agency", and *Shafer, Kline & Warren, Inc.*, 11250 Corporate Avenue, Lenexa, Kansas 66219, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Bridge Replacement Off-System*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *repair or replace the Tarsney Lake Beach Road Bridge* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 10% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 13.7% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
GeoSource 1605 SE 41 st Street, Topeka, KS 66609	Geotechnical Services	\$3,500.00	\$3,500.00	3.51%

Shockey Consulting Services LLC 1300 West 87th Street Parkway #103 Lenexa, KS 66215	Public Meeting	\$3,525.00	\$3,525.00	3.54%
LC Engineers, P.A. 12315 Wenonga Lane, Leawood, KS 66209	SWPPP	\$3,825.00	\$3,825.00	3.83%
Archaeological Research Center of St. Louis, MO 2812 Woodson Road, St. Louis, MO 63114	Archaeological Service	\$2,800.00	\$2,800.00	2.81%

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 **March 31, 2018**.
- 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 \$8,418.43, with a ceiling established for said design services in the amount of \$95,150.00, 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 \$571.57, with a ceiling established for said inspection services in the amount of \$4,700.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 39.28% 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 calculated at 114.75% 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 the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of

Sub-Consultant Name	Address	Services
GeoSource	1605 SE 41 st Street, Topeka, KS 66609	Geotechnical Service
Williams Aerial and Mapping, Inc.	1843 Commerce Drive, Suite B South Bend, IN 46628	Aerial Mapping
Shockey Consulting Services LLC	1300 West 87th Street Parkway #103, Lenexa, KS 66215	Public Meeting
LC Engineers, P.A.	12315 Wenonga Lane, Leawood, KS 66209	SWPPP
Archaeological Research Center of St. Louis, MO	2812 Woodson Road, St. Louis, MO 63114	Archaeological Services
Scott Thurston	800 Golden Ct., Belton, MO 64012	Appraisals
Moore Service Company	196 NE 23 HWY, Knob Noster, MO 65336	Negotiator
Chicago Title Company, LLC – Kansas City Metro	13095 S. Murlen, Suite 140, Olathe, KS 66062	Abstract & Title Company

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or

breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and

Employer's Liability: \$1,000,000; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

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

Attachment A -- Scope of Service

Attachment B - Estimate of Cost

Attachment C -- Breakdown of Overhead Rates

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

Attachment E - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - 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 31st day of January, 2017.

Executed by the County this ___ day of _____, 20__.

FOR: JACKSON COUNTY, MISSOURI
County Legislature

BY: _____
Director of Public Works

BY: _____
County Executive

FOR: SHAFER, KLINE & WARREN, INC.

BY: 
President Infrastructure & Development

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.

COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ATTACHMENT A**Scope of Services****A. DESIGN PHASE - The Engineer will:**

1. assist the Local Agency in determining the needs of the project;
2. conduct topographic, property and utility surveys to develop plans for the project;
3. arrange for subsurface investigations;
4. conduct hydraulic studies, prepare up to two alternative design recommendations, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
5. submit one copy of preliminary plans for review by the Local Agency;
6. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, assist the Local Agency in acquiring the right-of-way deeds needed for the project (hours not to exceed amount shown in Attachment B, without a supplemental agreement) and submit preliminary/right-of-way plans electronically to Missouri Department of Transportation (MoDOT);
7. apply for and obtain 404/401 permits and provide plans in compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources (MDNR) and the U.S. Army Corps of Engineers (USACE) and also in compliance with the requirements of the Federal Emergency Management Agency (FEMA). If a wetland delineation, wetland mitigation or individual 404 permit is required, fees for these services are not included and additional compensation will be provided in a supplemental agreement. If more than 1 acre is disturbed requiring a SWPPP, fees for these services are included;
8. apply for and obtain section 106 permit and provide plans in compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources (MDNR), and if required by MDNR, arrange to have the site examined by a qualified archaeologist on a subcontract basis and/or perform a Memorandum of Agreement (MOA) for State Historic Preservation Office (SHPO) for which Phase 1 Study fees are included in this agreement;
9. apply for and obtain Farmland Impact study permit AD-1006 in coordination with the U.S. Department of Agriculture (if applicable);
10. apply for and obtain Floodplain Development permit in coordination with the County Floodplain Administrator (if applicable);
11. conduct one site visit, obtain samples for Lead and Asbestos testing if present, provide an inspection report with the lab findings (if applicable);

12. coordinate specifications for United States Fish and Wildlife (USF&W), Threatened and Endangered Species (T&E) Clearance (if applicable)
 13. contact project utility companies describing project and requesting relocation plan and utility agreement letter stating no cost to the County for relocation, if applicable. If a relocation plan or utility agreement letter is required, we will review the utility companies submitted relocation plan and/or letter, but will not create or provide a relocation plan or utility agreement letter for the utility company without a supplemental agreement for these services.
 14. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project;
 15. provide the Local Agency with one set of completed plans, specifications and cost estimates and electronic submittal to MoDOT for the purpose of obtaining authorization to bid from MoDOT.
- B. BIDDING PHASE - The Engineer will:**
1. upon receipt of authorization to bid from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
 2. attend the bid opening (1 trip);
 3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT (0 trip).
- C. CONSTRUCTION PHASE – The Engineer will serve as the Local Agency's representative for reviewing the submittals of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:**
1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
 2. make zero (0) site visits to observe the Contractor's progress and quality of work, and to determine if the work is in general conformance to the contract documents. It is contemplated that survey staking and layout will be accomplished by the Contractor's forces. The Engineer will accompany MoDOT and/or FHWA representatives on one scheduled visit of the project site;
 3. check shop drawings and review schedules and drawings submitted by the Contractor;
 4. notify Contractor and Local Agency of work not conforming to the project documents;

5. review material certifications furnished by Contractor, otherwise material sampling and testing is excluded from the work to be performed by the Engineer under this contract;
6. be present during the following construction operations:
 - a. preconstruction meeting (1 trip);
 - b. semi-final inspection (1 trip);
 - c. final inspection (1 trip);

fees for additional services beyond the construction operations indicated above are not included and additional compensation will be provided in a supplemental agreement.

ATTACHMENT B
SUMMARY OF ESTIMATED COSTS
FOR ENGINEERING SERVICES
JACKSON COUNTY BRIDGE 4219001 - TARSNEY LAKE BEACH RD

DESIGN PHASE

DESCRIPTION	HOURS	JOB TITLE	RATE	COST
KICKOFF/FORMS/PERMISSIONS	4	Engineer I-VI	\$ 45.00	\$ 180.00
SOIL BORINGS/TITLE INFO	2	Engineer I-VI	\$ 45.00	\$ 90.00
TOPOGRAPHIC/SECTION TIE - SURVEY	40	Survey Crew	\$ 54.00	\$ 2,160.00
TOPO/HYDRO DRAFTING - SURVEY	32	Technician I-IV	\$ 30.50	\$ 976.00
ASBESTOS & LEAD TESTING - Matt W.	8	Technician I-IV	\$ 30.50	\$ 244.00
HYDRAULIC CALCULATIONS-ENG	80	Engineer I-VI	\$ 45.00	\$ 3,600.00
INITIAL BRIDGE ALIGN/GRADING	8	Technician I-IV	\$ 30.50	\$ 244.00
PRELIM PLANS	48	Technician I-IV	\$ 30.50	\$ 1,464.00
ROW PLANS	24	Technician I-IV	\$ 30.50	\$ 732.00
ENGINEERING	24	Engineer I-VI	\$ 45.00	\$ 1,080.00
REG. LAND SURVEYOR-ROW	6	PLS	\$ 54.00	\$ 324.00
LEGAL DESCRIPTIONS - ROW	28	Technician I-IV	\$ 30.50	\$ 854.00
R/W ASSISTANCE/MEETINGS - ROW	24	Engineer VI-VII	\$ 50.00	\$ 1,200.00
PERMIT APPLICATIONS	16	Admin. Asst./Sec.	\$ 25.00	\$ 400.00
UTILITY CONTACTS	4	Admin. Asst./Sec.	\$ 25.00	\$ 100.00
PRELIM. & R/W SUBMITTALS	8	Admin. Asst./Sec.	\$ 25.00	\$ 200.00
FINAL PLANS	150	Technician I-IV	\$ 30.50	\$ 4,575.00
COORD SUBS	8	Engineer VI-VII	\$ 50.00	\$ 400.00
ESTIMATE/SPECIFICATIONS	6	Engineer I-VI	\$ 45.00	\$ 270.00
P.E. QC/QA	12	Engineer VI-VII	\$ 50.00	\$ 600.00
BIDDING ASSISTANCE	8	Engineer VI-VII	\$ 50.00	\$ 400.00
ADMINISTRATION	32	Engineer VI-VII	\$ 50.00	\$ 1,600.00
CLERICAL	16	Admin. Asst./Sec.	\$ 25.00	\$ 400.00
TOTAL BASE SALARY				\$ 22,093.00
INDIRECT PAYROLL OVERHEAD @				39.28% \$ 8,678.13
GENERAL OVERHEAD @				114.75% \$ 25,351.72
SUB TOTAL				\$ 56,122.85
SUBSURFACE INVESTIGATION - Geosource (DBE)				\$ 3,500.00
AERIAL MAPPING - Williams				\$ 4,180.00
PUBLIC MEETING - Shockey				\$ 3,535.00
SWPPP - LCE				\$ 3,825.00
ARCHAEOLOGICAL PHASE 1 STUDY - ARC				\$ 2,800.00
APPRAISALS/NEGOTIATOR Scott Thurston/Larry Moore				\$ 8,650.00
ABSTRACT & TITLE CO - Chicago Title	8	Parcels	\$ 350.00	\$ 2,800.00
DIRECT NON-SALARY EXPENSES (PERMITTING, LABORATORY FEES, ETC.)				\$ 325.00
MILEAGE	6	TRIPS = 600	\$ 0.535	\$ 321.00
SURVEY MILEAGE	8	TRIPS = 800	\$ 0.535	\$ 428.00
COPYING/PRINTING COSTS				\$ 244.72
SUB TOTAL				\$ 30,608.72
DESIGN PHASE (SALARIES & EXPENSES)				\$ 86,731.57
FIXED FEE				\$ 8,418.43
TOTAL DESIGN PHASE				\$ 95,150.00

EXCLUSIONS:

- WETLAND DELINEATION
- PHASE 2 ARCHAEOLOGICAL STUDY
- INDIVIDUAL 404 PERMIT
- UTILITY RELOCATION DESIGN
- MOA
- WETLAND MITIGATION

Fig. 136.4.1 Contract

Revised 01/27/2016

ATTACHMENT B Cont.
SUMMARY OF ESTIMATED COSTS
FOR CONSTRUCTION ENGINEERING SERVICES
JACKSON COUNTY BRIDGE 4219001 - TARSNEY LAKE BEACH RD

CONSTRUCTION PHASE

DESCRIPTION	HOURS	JOB TITLE	RATE	COST
ENGINEERING/ADMINISTRATION	21	Engineer VI-VII	\$ 50.00	\$ 1,050.00
TECHNICIAN	0	Const. Inspector	\$ 30.50	\$ 0.00
CLERICAL	10	Admin. Asst./Sec.	\$ 25.00	\$ 250.00
PROJECT ADMIN	4	Engineer VI-VII	\$ 50.00	\$ 200.00
TOTAL BASE SALARY				\$ 1,500.00
INDIRECT PAYROLL OVERHEAD @				39.280%
GENERAL OVERHEAD @				114.750%
SUB TOTAL				\$ 3,810.45
MILEAGE	4	TRIPS = 400	\$ 0.535	\$ 214.00
CONCRETE CYLINDER TESTING		0	\$ 50.00	\$ 0.00
DIRECT NON-SALARY EXPENSES (LABORATORY FEES, ETC.)				\$ 75.00
COPYING/PRINTING COSTS				\$ 28.98
SUB TOTAL CONSTRUCTION PHASE				\$ 317.98
CONSTRUCTION PHASE (SALARIES & EXPENSES)				\$ 4,128.43
FIXED FEE				\$ 571.57
TOTAL CONSTRUCTION PHASE				\$ 4,700.00
TOTAL PROJECT FIXED FEE				\$ 8,990.00
TOTAL PROJECT				\$ 99,860.00

Fig. 136.4.1 Contract

Revised 01/27/2016

ATTACHMENT C

Shafer, Kline & Warren, Inc Year End 2015	Attachment C		Reference	Allowable Cost	%
	Total Par Records	Adjustment	Notes		
DIRECT LABOR					
Salaries - Direct	11,258,309		A	11,258,309	100.00%
PAYROLL ADDITIVES					
Payroll Taxes - Indirect	1,431,689			1,431,689	12.72%
Vacation Pay	0			0	0.00%
Sick Leave	0			0	0.00%
Holiday Pay	0			0	0.00%
Bonuses	1,399,845	0	B	1,399,845	12.43%
Workman's Comp Insurance	64,174			64,174	0.57%
Group Health Insurance	1,117,936			1,117,936	9.93%
401(k) SKW Share	350,935			350,935	3.12%
Disability Insurance	57,788			57,788	0.51%
	<u>4,422,367</u>	<u>0</u>		<u>4,422,367</u>	<u>39.28%</u>
GENERAL AND ADMINISTRATIVE					
Salaries Indirect	6,138,230	0		6,138,230	54.52%
401k and CAF plan admin.	12,154			12,154	0.11%
Employee Benefits	121,509	(27,540)	D	93,969	0.83%
Legal - General	12,720	(2,815)	K	9,905	0.09%
Other Professional Services	386,053	(11,230)	F	374,823	3.33%
Office Supplies	123,034	0		123,034	1.09%
Postage and Delivery	31,777			31,777	0.28%
Computer Supplies	861,319			861,319	7.65%
Office Equipment Leases	306,287			306,287	2.72%
Insurance - Professional Liability	149,892			149,892	1.33%
Insurance - Autos	116,061			116,061	1.03%
Insurance - Building and Equipment	14,033			14,033	0.12%
Insurance - General Liability	20,017			20,017	0.18%
Insurance - Other	51,485			51,485	0.46%
Rent	243,472			243,472	2.16%
Utilities	142,375			142,375	1.26%
Telephone	726,722			726,722	6.45%
Building Expense & Security	193,016			193,016	1.71%
Business Licenses	14,131			14,131	0.13%
Property, RE Taxes	147,990			147,990	1.31%
Professional Development	67,140			67,140	0.60%
Professional Membership Dues	80,988			80,988	0.72%
Professional Licenses	7,709			7,709	0.07%
Publications & Subscriptions	29,691			29,691	0.26%
Travel Expense	158,387			158,387	1.41%
Marketing Expense	183,044	(183,044)	C	0	0.00%
Vehicle Expense	764,274			764,274	6.79%
Vehicle Leases	782,311			782,311	6.95%
Credits for Charges to Jobs	(351,238)			(351,238)	-3.12%
Depreciation	1,203,822			1,203,822	10.69%
Amortization	10,325	(10,325)	L	0	0.00%
Equip. training/operator qualifications	38,930			38,930	0.35%
Field Supplies and Sm Tools	203,522			203,522	1.81%
Settlements	59,416	(59,416)	K	0	0.00%
Bank fees	16,669			16,669	0.15%
Repair / Maint - Mach / Equip	8,751			8,751	0.08%
Blueprinting	0			0	0.00%
Equipment Rental	97,472			97,472	0.87%
Donations	10,874	(10,874)	E	0	0.00%
Bad Debt Expense	0	0		0	0.00%
Penalties - Late Fees	2,808	(2,808)	G	0	0.00%
Collection Expense	155,575	(155,575)	H	0	0.00%
Officers Life Insurance	91,137	(91,137)	I	0	0.00%
Meals and Entertainment	202,239	(162,591)	J	39,658	0.35%
Total General and Administrative	<u>13,636,122</u>	<u>(717,544)</u>		<u>12,918,578</u>	<u>114.76%</u>
Grand Total	<u>18,058,489</u>	<u>(717,544)</u>		<u>17,340,945</u>	
Direct Labor Base				<u>11,258,309</u>	
Combined Overhead Rate					154.03%

Fig. 136.4.1 Contract

Revised 01/27/2016

**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 is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

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

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Shafer, Kline & Warren, Inc

Project Owner (LPA): Jackson County

Project Name: Tarsney Lake Beach Road Bridge 4219001

Project Number: BRO-B048 (55)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

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

LPA
Printed Name: _____

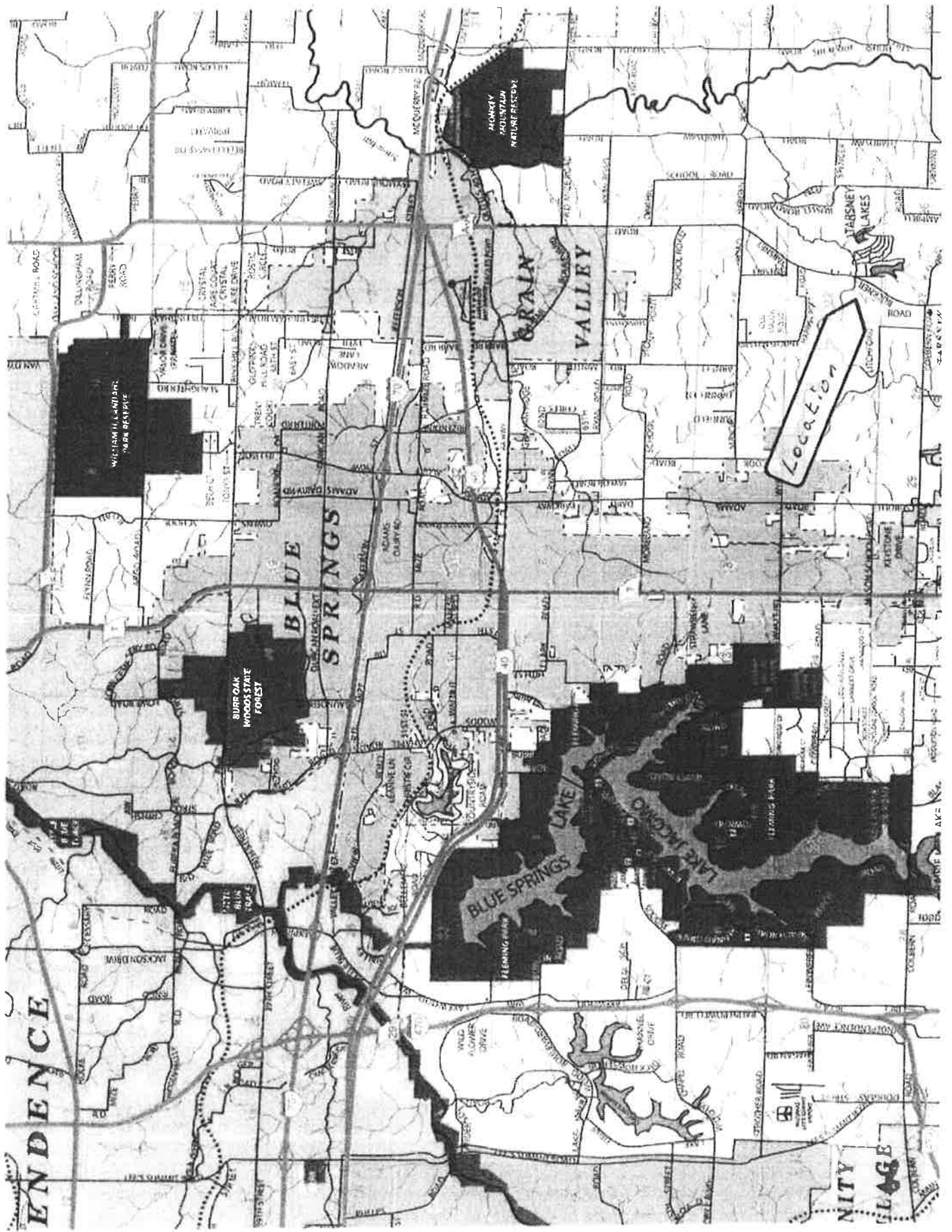
Consultant
Printed Name: Larry D. Graham, P.E.

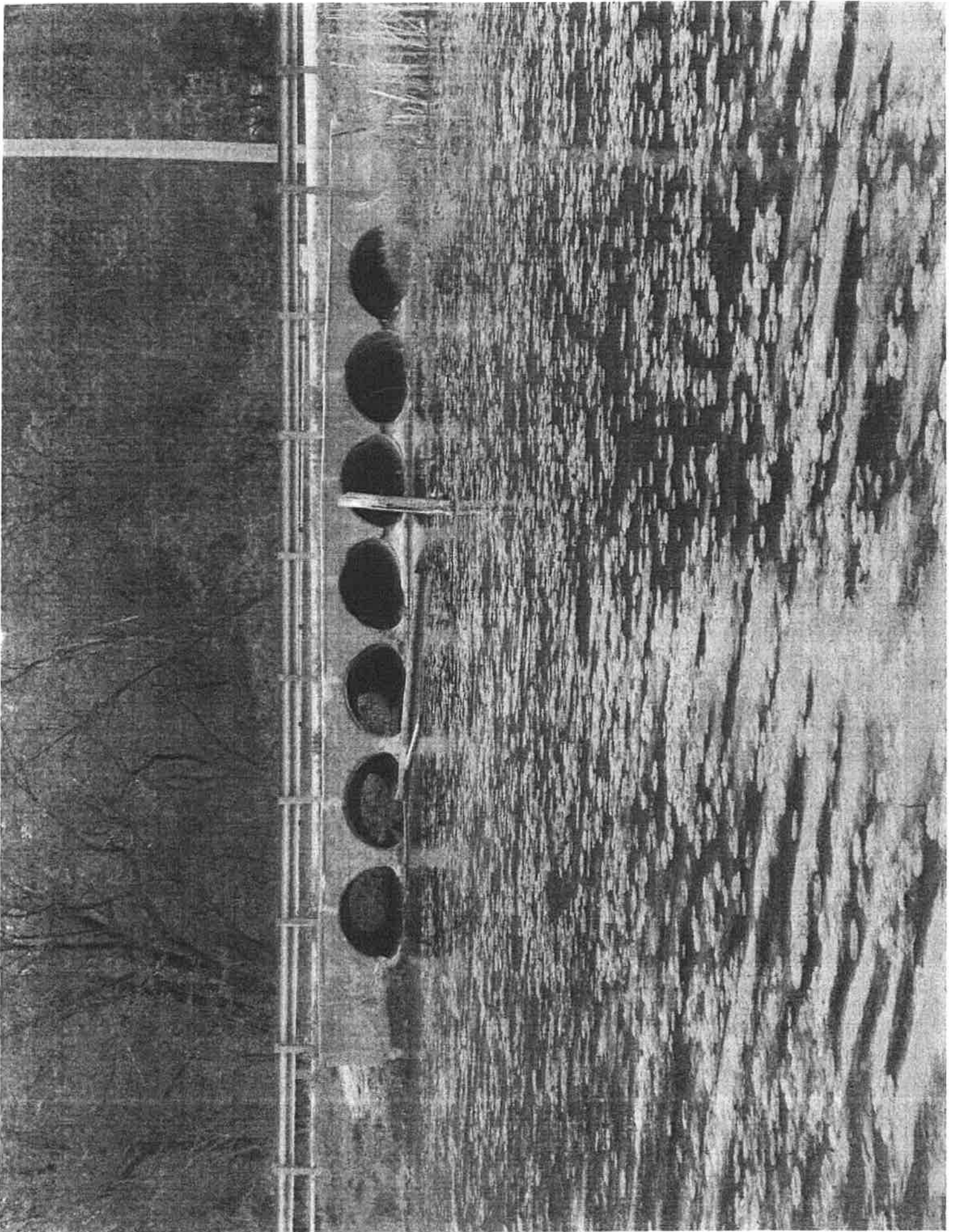
Signature: _____

Signature: 

Date: _____

Date: January 31, 2017





Glen F. Dvorak

From: Thomas J. Wyrsh
Sent: Tuesday, March 14, 2017 3:19 PM
To: Glen F. Dvorak
Subject: RE: Compliance

Yes, they filed online and are in compliance. Renewal date 12/31/2017. Thanks.

From: Glen F. Dvorak
Sent: Tuesday, March 14, 2017 2:55 PM
To: Thomas J. Wyrsh
Subject: Compliance

Tom

Has Shafer Kline and Warren submitted the paper work to get into Compliance?

Confirmation Memorandum

Jackson County Missouri - Department of Public Works

TO: Dana Tadlock
Taxpayer Services Supervisor
Collection Department

FROM: Glen Dvorak
Project Manager
Engineering Division

DATE: March 14, 2017

SUBJECT: Request for Tax Clearance
Tarsney Lake Spillway Replacement
Project No. 3202

In accordance with County Ordinance 1208, Sections 1003.01 and 1070, the Director of Public Works requests that the below listed Company and/or individuals be verified as being listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Shafer Kline and Warren
11250 Corporate Avenue
Lenexa, Ks.66219

Information needed: Type of tax due, amount of tax, and if account is paid or unpaid. (If account is unpaid please include a printout of statement). Place amount paid/amount due under type that applies.

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	<u>257.92</u>	<u>0</u>
MERCHANTS	<u>0</u>	<u>0</u>
INDIVIDUAL	<u>0</u>	<u>0</u>
REAL ESTATE	<u>0</u>	<u>0</u>

Dana Tadlock
Signature (Person Verifying)

Date: 03.14.17

CC: Design Contract File