



**CITY OF ASHLAND  
215 EAST BROADWAY  
(ASHLAND MASONIC LODGE)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, MARCH 05, 2019  
7:00 P.M.**

**THERE WILL BE A BUDGET WORK SESSION AT 6:30 P.M.**

Call regular meeting to order

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 3-05-2019 agenda: **Action:** \_\_\_\_\_
2. Consideration of the 2-05-2019 meeting minutes: **Action:** \_\_\_\_\_

**PUBLIC COMMENTS**

3. Anyone wishing to appear before the Board

**APPOINTMENTS**

4. Marsha Lessley -Parks and Recreation Board

**COUNCIL BILLS**

5. Council Bill No. 2019-008, an ordinance authorizing the Mayor to enter into an agreement with Bartlett and West, Inc. for professional services for the Broadway/Henry Clay roundabout. First reading by title only. **Action:** \_\_\_\_\_
6. Council Bill No. 2019-010, an ordinance accepting easements for utility purposes from C-S Properties-Columbia, LLC. First reading by title only. **Action:** \_\_\_\_\_
7. Council Bill No. 2019-011, an ordinance vacating an easement. First reading by title only. **Action:** \_\_\_\_\_
8. Council Bill No. 2019-012, an ordinance to amend Chapter 2 as it pertains to compensation of the Mayor. First reading by title only. **Action:** \_\_\_\_\_

9. Council Bill No. 2019-013, an ordinance authorizing the Mayor into an amended agreement with the Missouri Transportation Finance Corporation for the roundabout at Route M and Henry Clay Blvd. First reading by title only. **Action:** \_\_\_\_\_
10. Council Bill No. 2019-014, an ordinance adopting task work amendment No. 1 agreement between the City of Ashland and Engineering Surveys and Services for professional services. First reading by title only. **Action:** \_\_\_\_\_

### ORDINANCES

11. Ordinance No. 1239, an ordinance authorizing the Mayor to enter into a road relinquishment agreement with the Missouri Highways and Transportation Commission.  
**Action:** \_\_\_\_\_
12. Ordinance No. 1240, an ordinance to amend Chapter 10 and Chapter 11 of the Code of the City of Ashland. **Action:** \_\_\_\_\_
13. Ordinance No. 1241, an ordinance adopting Appendix D of the 2012 International Fire Code.  
**Action:** \_\_\_\_\_
14. Ordinance No. 1242, an ordinance accepting easements for utility purposes from C-S Properties-Columbia, LLC. **Action:** \_\_\_\_\_
15. Ordinance No. 1243, an ordinance vacating an easement. First reading by title only.  
**Action:** \_\_\_\_\_
16. Ordinance No. 1244, an ordinance adopting task work amendment No. 1 agreement between the City of Ashland and Engineering Surveys and Services for professional services  
**Action:** \_\_\_\_\_

### RESOLUTIONS

17. A resolution authorizing the Mayor to enter into a lawn waste disposal contract with Clean Cut Services. LLC. **Action:** \_\_\_\_\_

### OTHER

18. None

### DISCUSSION

19. None

### REPORTS

20. Mayor's Report
21. City Administrator's Report/Police Chief
22. City Attorney's Report

23. Board of Aldermen's Report

24. Vote to adjourn the meeting

The City of Ashland wants to make certain our meeting is accessible to all citizens. If you require any accommodations (signing, interpreter, translator, etc.) that we do not normally have at our meetings, please let Darla Sapp, City Clerk know of your needs. (if possible 48 hours in advance of the meeting)

Posted: 3-01-2019@ 2:55 P.M.

City Hall and website: [www.ashlandmo.us](http://www.ashlandmo.us)

TUESDAY, FEBRUARY 05, 2019  
BOARD OF ALDERMEN MINUTES  
7:00 P.M.

**DRAFT COPY NOT APPROVED BY BOARD**

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on February 05, 2019 at 815 East Broadway, Ashland, Missouri.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll:

Ward One: Leslie Martin-here, Danny Clay-here  
Ward Two: Jesse Bronson-here, Richard Sullivan-here  
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Darla Sapp, City Clerk, Lyn Woolford, Police Chief/City Administrator, Jeffrey Kays, City Attorney, Shelley Martin, Treasurer/Deputy City Clerk and Carrie Fischer, Administrative Assistant.

Mayor Rhorer presented the agenda of February 05, 2019 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the agenda as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of January 15, 2019 Board meeting for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the Board to come to the podium and state their name and place of residence on any subject. He stated this is the only public speaking portion of the meeting.

Chris Femlee, Superintendent of Southern Boone County School gave a presentation to the Board on the April 2019 \$6 million dollar bond issue focused at the primary school. He reported they are proposing .40 cents general operating tax levy increase as well as an increase in the debt service levy of .25 cents. He gave an overview of the scope of the projected construction to the schools and the growth in the community.

Mayor Rhorer presented Council Bill No. 2019-005 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2019-005, an ordinance authorizing the appropriation of funds to certain accounts within fiscal year 2019 Budget. First reading by title only. Mayor Rhorer called for questions or comments. Shelley Martin, Treasurer stated she had to make hand written alterations to the report since the report can't be recreated. She stated the adjustments are to get us in line to where we are at now and what we expect to be at the end of the fiscal year. There was discussion of a new blade purchased to clean off the sidewalks and cul-de-sacs for \$3500.00. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2019-006 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2019-006, an ordinance authorizing the Mayor to enter into a road relinquishment agreement with Missouri Highways and Transportation Commission. First reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator reported this is the outer road in front of New Salem Church. Mayor Rhorer reported

the State Highway Commission has agreed to make a turn lane off Highway 63 to the Baptist Home in lieu of Boone County and the City of Ashland taking over some maintenance of other roadways. Mayor Rhorer stated this would not have been possible without Commissioner Atwill making this come through. The Board discussed this. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2019-007 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2019-007, an ordinance to amend Chapter 10 and Chapter 11 of the Code of the City of Ashland. First reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford stated Mr. Kays has made suggestions to stiffen the collection of development fees. Jeff Kays, City Attorney explained the suggested code changes. He stated the plat will not be recorded and lots can not be sold until the fees are paid. The Board discussed placing a deposit on all plats to ensure the City is not out any money. Mayor Rhorer reported we have several developers that have not had issues with their engineering review fees because their engineer knows the city code and complies with it. The Board discussed this and felt the code change should address the problem. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2019-008 for consideration. He asked the Board to table Council Bill 2019-008 since we received an updated contract this afternoon. Alderman Bronson made motion and seconded by Alderman Clay to table Council Bill No. 2019-008, an ordinance authorizing the Mayor to enter into an agreement with Bartlett & West, Inc. for professional services for the Broadway/Henry Clay roundabout. Mayor Rhorer called for the vote to table Council Bill No. 2019-008. Alderman Sapp-aye, Alderman Sullivan-aye, Alderwoman Martin-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2019-009. Alderman Sullivan made motion and seconded by Alderman Clay to take up Council Bill No. 2019-009, an ordinance adopting Appendix D of the 2012 International Building Code. First reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator stated the fire district's main concern has been the City adopting Appendix D. He stated we would review the appendices one section at a time to see what the Board would like to adopt. The Board discussed this appendix. Lyn Woolford, City Administrator reported the effective date is May 1, 2019 on this code. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1236 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1236, an ordinance approving the preliminary plat for Liberty Point for James Fencing, LLC. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator reported this is a preliminary plat and recommended for approval by the Planning and Zoning Commission but not by the Southern Boone Fire District. Mayor Rhorer called for the vote. Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye, Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1237 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1237, an ordinance to employ personnel as an Assistant City Administrator. Mayor Rhorer called for questions or comments. Lyn Woolford, City Administrator reported this is the second reading. Mayor Rhorer reported that this position would be by appointment at the first meeting after the election. Mayor Rhorer called for the vote. Alderman Lewis-

aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1238 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1238, an ordinance authorizing the appropriation of funds to certain accounts within fiscal year 2019 Budget. Mayor Rhorer called for questions or comments. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderman Bronson-aye, Alderman Lewis-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented a resolution authorizing the Mayor to execute a letter calling the bonds for the Combined WW & SS Revenue Bonds Series 2016. Alderman Bronson made motion and seconded by Alderman Clay to consider the resolution authorizing the Mayor to execute a letter calling the bonds for the Combined WW & SS Revenue Bonds Series 2016. Mayor Rhorer called for questions or comments. Shelley Martin, Treasurer reported this is the portion of the money that was used for the northeast force main extension. She stated the project is completed and we have \$127,000.00 left. She stated the bond would be paid off in 2036 but this would shorten it by a year and would be paid off in 2035. She stated the letter would be submitted to UMB Bank and they will notify the bondholders. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented a resolution to authorize the sale of excess property owned by the City of Ashland. Alderman Bronson made motion and seconded by Alderman Clay to authorize the sale of excess property owned by the City of Ashland. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this information is in your packet. He stated it is four parcels of land around the sewer plant. Alderman Lewis questioned if we had prices on these lots? Lyn Woolford reported there is not. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Mayor Rhorer presented for discussion establishing a smoking ban inside public places in the city limits. Mayor Rhorer stated he is not an advocate of this and thinks it is too "big government". Alderman Clay stated that most restaurants in Ashland are already no smoking. The Board discussed this at length. Mayor Rhorer took a poll of the board members on the no smoking ban in public places and the Board did not wish to pursue this.

Mayor's Report:

Mayor Rhorer had no report.

City Administrator/Police Chief Report:

Lyn Woolford updated the Board on the status of the police department relocating to their new building.

He gave an update on Meco Engineering and the Main Street Sidewalk project scheduling a preconstruction meeting. He stated the project would take approximately five months to complete.

Lyn Woolford stated the construction of the sewer plant has been at a standstill due to the weather. He expressed his concern of the engineering fees for the project being at 46 percent already.

He informed the Board he would be having a kick off meeting with the architect firm Porter, Berendzen, and Associates on Thursday on the design of the new City Hall.

City Attorney report:

Jeffrey Kays did not have a report.

Board of Aldermen's Reports:

Alderman Bronson invited the Board members to the Parks and Recreation Board meeting on Monday at 6:00 p.m. at Connections Bank.

Alderman Bronson made motion and seconded by Alderman Clay to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Bronson-aye, Alderman Clay-aye, Alderwoman Martin-aye, Alderman Sullivan-aye, Alderman Sapp-aye. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor



# CITY OF ASHLAND, MISSOURI BOARD MEMBER APPLICATION

Name: Marsha Dawn Lessley  
Telephone Number: Daytime: 573.823.7344 Evening: same  
Home Address: 208 Jameson Drive  
Ashland, Mo 65010  
E-Mail: mlessley@jesholdings.com  
Year Current Residence in Ashland Began: 2011

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Parks and Recreation Board
- Ashland Fall Festival Committee
- Planning and Zoning Commission
- Law Enforcement Advisory Committee
- Economic Development Committee

Special Qualifications for Specific Board(s): (Include past board services)

I like parks + I work well on teams

Education Background:

B.S. in Business from Columbia College  
MBA from Columbia College

Community Involvement:

none yet

Are You Related to Any Employee or Official of the City of Ashland? YES \_\_\_\_\_ NO X

If Yes, Name of Person: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signed: Marsha Lessley Date: 2/11/2019

Board member applications are valid for one year from the date they are signed. Return to Ashland City Hall.



COUNCIL BILL NO. 2019-008

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH BARTLETT & WEST, INC FOR PROFESSIONAL SERVICES FOR THE  
BROADWAY/HENRY CLAY ROUNDABOUT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,  
MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an agreement with Bartlett & West. Inc. for the engineering of the roundabout at the Broadway and Henry Clay Blvd. intersection. The form and content of the Agreement shall be substantially as set forth and attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

**SPONSOR:** City of Ashland, MO  
**LOCATION:** Ashland, Boone County, MO  
**PROJECT:** Broadway and Henry Clay Roundabout

THIS CONTRACT is between City of Ashland, Missouri, hereinafter referred to as the "Local Agency", and Bartlett & West, Inc., 1719 Southridge Drive, Suite 100, Jefferson City, MO 65109, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Cost Share Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to design a roundabout for the intersection of Broadway and Henry Clay Boulevard located in Ashland, MO and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning and design 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**

A. 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 5% 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, 5% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
<u>Civil Design, Inc.</u>	Engineering	\$9,000	\$9,000	100%

### 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 shall be submitted to MODOT within **12 months** from the Engineer's receipt of the Notice to Proceed, or **6 months** after all easements have been acquired; whichever occurs later.

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 \$ 19,305.41, with a ceiling established for said design services in the amount of \$ 170,977.33, which amount shall not be exceeded.
- B. 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.
- C. Actual costs in Sections A 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 42.97% 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 144.73% 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
<u>Civil Design, Inc.</u>	<u>5220 Oakland Avenue, St. Louis, MO 63110</u>	<u>Design Engineering</u>

**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 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 – SUCCESSOR 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 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 2019.


Executed by the County this \_\_\_\_ day of \_\_\_\_\_, 2019.

**FOR: CITY OF ASHLAND, MISSOURI**

**BY:** \_\_\_\_\_  
Title:

ATTEST: \_\_\_\_\_  
County Clerk

**FOR: BARTLETT & WEST, INC.**

**BY:**  \_\_\_\_\_  
Vice President

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

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
COUNTY CLERK

**ATTACHMENT A  
SCOPE OF SERVICES  
FOR  
BROADWAY AND HENRY CLAY ROUNDABOUT  
CITY OF ASHLAND, MISSOURI**

GENERAL BACKGROUND

The proposed Broadway and Henry Clay Roundabout is an intersection improvement project. The existing intersection is all-way stop-controlled and includes a right-turn slip-lane in the northeast quadrant. A 2018 Traffic Engineering Assistance Program (TEAP) study concluded a roundabout is a viable traffic control option at the Broadway/Henry Clay intersection. Construction will include a single-lane roundabout, new pavement and sidewalks, stormwater improvements, striping and signage.

Services will include topographic and boundary survey, the production of preliminary and final plans, development of legal descriptions for the easement acquisitions, and limited assistance during bidding. Property negotiation/acquisitions and utility coordination is assumed to be covered by MoDOT. Construction administration and observation services are not included in this scope of services and will be addressed by a future agreement. Geotechnical services for rock depth and pavement recommendations are not included in this scope of services.

**1. Data Collection and Mapping Services**

- 1.1. The ENGINEER shall collect data and information used in performing the project duties including the following tasks:
  - 1.1.1. Request, obtain, review existing subdivision plats, surveys, street/highway plans, available aerial mapping and contours from Boone County and MoDOT.
- 1.2. The ENGINEER shall perform the field survey of existing topography and boundary surveys to create project base mapping including the following tasks:
  - 1.2.1. Research of existing warranty deeds for properties adjacent to the project.
  - 1.2.2. Set project horizontal and vertical control/bench marks. Project control will be set using GPS technology.
  - 1.2.3. Field locate and survey existing property corners.
  - 1.2.4. Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.
  - 1.2.5. Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities or even attempt to do so.
  - 1.2.6. Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys (assumes 14 tracts).
  - 1.2.7. Develop project base mapping from field surveys and boundary surveys for property lines.
  - 1.2.8. Field check base mapping.

**2. Preliminary Design Services**

- 2.1. Develop roadway alignment/profile for Broadway from College Avenue to Walnut Street.
- 2.2. Develop roadway alignment/profile for Henry Clay Boulevard within 400' of Broadway.
- 2.3. Develop roundabout geometry on project mapping. Adjust geometry for speed curves and WB 67 truck turning movements.
- 2.4. Develop sidewalk geometry and curb ramp details.
- 2.5. Determine conceptual grading.
- 2.6. Conduct drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's Equation. Drainage design to follow EPG guidelines.

- 2.7. Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
  - 2.7.1. Title Sheet (including project limits, access note, traffic data, utility contacts)
  - 2.7.2. Typical Sections (assumes 2 sheets)
  - 2.7.3. Plan/Profile Sheets (assumes 4 sheets at 20 scale)
  - 2.7.4. Culvert Section Sheets (assumes 3 sheets)
  - 2.7.5. Entrance Profiles (assumes 8 entrances, 4 sheets)
- 2.8. Prepare preliminary plans cost estimate.
- 2.9. Conduct 2 preliminary design review meetings with City staff and MoDOT during course of preliminary design.
- 2.10. Perform 1 site visit during preliminary design to field check the plans.
- 2.11. Develop and submit design exceptions, as appropriate.
- 2.12. Submit the preliminary plans and cost estimates to the City and MoDOT for review in PDF format.
- 2.13. Coordinate with MoDOT utility Engineer.
- 2.14. Submit RES.
- 2.15. Prepare exhibits for a public meeting.
- 2.16. Attend public meeting.

### **3. Right-of-Way Design Services**

- 3.1. Develop R/W plans based on Preliminary Plan comments.
  - 3.1.1. Modify Preliminary Plan sheets
  - 3.1.2. Create Grading Plan
  - 3.1.3. Create Cross Sections (for internal review)
- 3.2. Develop final R/W and easement requirements.
- 3.3. Provide electronic R/W plans to City and MoDOT for review.
- 3.4. Preparation of permanent and temporary easement and Right-of-Way documents (legal descriptions) (assumes 14 tracts). MoDOT to insert legal descriptions on their easement forms.
- 3.5. Develop location survey plan with appropriate reference information.
- 3.6. Revise R/W plans once based on negotiations
- 3.7. Revise easements and legal descriptions once per property based on negotiation
- 3.8. Submit RES.
- 3.9. No property owner negotiations are included in this scope of work.

### **4. Final Plans**

- 4.1. Develop final plans based on review comments from City and MoDOT staff regarding R/W plans. Final plans to consist of:
  - 4.1.1. Title Sheet
  - 4.1.2. Quantity Sheets (assumes 4 sheets)
  - 4.1.3. Typical Sections (assumes 2 sheets)
  - 4.1.4. Standard Details (assumes 2 sheets)
  - 4.1.5. Coordinate Point Sheet
  - 4.1.6. Reference Point Sheet
  - 4.1.7. Plan/Profile Sheets (assumes 4 sheets at 20 scale)
  - 4.1.8. Curb Return Plan/Profile Sheets (assumes 4 sheets at 20 scale)
  - 4.1.9. Splitter island Plan/Profile Sheets (assumes 4 sheets at 10 scale)
  - 4.1.10. Culvert Section Sheets (assumes 3 sheets)
  - 4.1.11. Grading Plan
  - 4.1.12. Entrance Profiles (assumes 8 profiles, 4 sheets)
  - 4.1.13. Roundabout Geometry Plan (assumes 2 sheets)
  - 4.1.14. Signing Sheets (assumes 2 sheets, assumes no cross sections)
  - 4.1.15. Pavement Marking Sheet (assumes 1 sheet)
  - 4.1.16. Lighting Plan

- 4.1.17. Traffic Control and Phasing Plan (assumes 5 sheets)
- 4.1.18. Detour Plan (assumes 1 sheet)
- 4.1.19. Erosion and Sediment Control Sheets (assumes 2 sheets)
- 4.1.20. Cross Sections (assumes 25' intervals, assumes 8 sheets)
- 4.1.21. No landscaping plan is included in this scope of work.
- 4.1.22. No water quality plan is included in this scope of work.
- 4.1.23. No joint detail plan is included in this scope of work.
- 4.2. Prepare Engineer's Estimate for project.
- 4.3. Submit RES.
- 4.4. Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. These JSPs will be provided to MoDOT for use along with their front end documents in the bidding process.
- 4.5. Submit the final plans, JSPs and Engineer's Estimates to the City and MoDOT for review.
- 4.6. Coordinate with MoDOT utility engineer
- 4.7. Conduct 1 final design review meeting with City and MoDOT staff during course of final design.
- 4.8. Make final changes to plans, technical special provisions and Engineer's Estimate based on City and MoDOT staff comments.
- 4.9. Prepare signed electronic plans and submit to City and MoDOT.
- 4.10. Provide electronic deliverables to MoDOT.

## **5. Project Management and Coordination**

- 5.1. No additional meetings are included in this scope of services.
- 5.2. QA/QC
  - 5.2.1. Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
  - 5.2.2. Perform a field check of proposed construction improvements.
- 5.3. Administration and Coordination:
  - 5.3.1. Perform duties necessary for administration of project contract and subconsultant contracts.
  - 5.3.2. Prepare and administer project expenses and invoicing to City.
  - 5.3.3. General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.

## **6. Bidding Phase Services**

- 6.1. Contractor correspondence during bidding.
- 6.2. Addendum revisions (assumes 1 addendum).
- 6.3. MoDOT to conduct bid opening, prepare bid tabulation, and make contractor recommendation.
- 6.4. No additional meetings are included in this scope of services.

**ENGINEERING FEE ESTIMATE  
BROADWAY AND HENRY CLAY ROUNDABOUT  
ASHLAND, BOONE COUNTY, MISSOURI**

**TASK 1 - Data Collecton and Mapping Services**

Labor:	A	Engineer VII	0	@	\$55.00		\$0.00
	B	Engineer IV	1	@	\$37.00		\$37.00
	C	Engineer II	10	@	\$33.00		\$330.00
	D	Engineering Technician IV	0	@	\$30.00		\$0.00
	E	Surveyor VII	54	@	\$40.00		\$2,160.00
	F	Survey Technician V	96	@	\$25.00		\$2,400.00
	G	Administrator II	0	@	\$20.00		\$0.00
							<hr/>
		Sub-Total Labor	161				\$4,927.00
		Overhead	187.70%				\$9,247.98
		Fixed Fee	14.40%				\$2,041.20
							<hr/>
		Total Labor					\$16,216.18
		<b>Expenses</b>					
		Printing and Plotting	1	@	\$260.00	lump sum	\$260.00
		Survey Equipment	100	@	\$25.00	per hour	\$2,500.00
		CAD	1	@	\$750.00	lump sum	\$750.00
		Mileage	240	@	\$0.580	per mile	\$139.20
							<hr/>
		Total Expenses					\$3,649.20
							<hr/>
		<b>TOTAL TASK 1</b>					<b>\$19,865.38</b>

**TASK 2 - Preliminary Design Services**

Labor:	A	Engineer VII	15	@	\$55.00		\$825.00
	B	Engineer IV	54	@	\$37.00		\$1,998.00
	C	Engineer II	172	@	\$33.00		\$5,676.00
	D	Engineering Technician IV	84	@	\$30.00		\$2,520.00
	E	Surveyor VII	0	@	\$40.00		\$0.00
	F	Survey Technician V	0	@	\$25.00		\$0.00
	G	Administrator II	0	@	\$20.00		\$0.00
							<hr/>
		Sub-Total Labor	325				\$11,019.00
		Overhead	187.70%				\$20,682.66
		Fixed Fee	14.40%				\$4,565.04
							<hr/>
		Total Labor					\$36,266.70
		<b>Expenses</b>					
		Printing and Plotting	1	@	\$100.00	lump sum	\$100.00
		CDI - Engineering Sub	1	@	\$3,500.00	lump sum	\$3,500.00
		CAD	1	@	\$700.00	lump sum	\$700.00
		Mileage	80	@	\$0.580	per mile	\$46.40
							<hr/>
		Total Expenses					\$4,346.40
							<hr/>
		<b>TOTAL TASK 2</b>					<b>\$40,613.10</b>

**ENGINEERING FEE ESTIMATE  
BROADWAY AND HENRY CLAY ROUNDABOUT  
ASHLAND, BOONE COUNTY, MISSOURI**

**TASK 3 - Right-of-Way Design Services**

Labor:	A	Engineer VII	2	@	\$55.00		\$110.00
	B	Engineer IV	19	@	\$37.00		\$703.00
	C	Engineer II	95	@	\$33.00		\$3,135.00
	D	Engineering Technician IV	124	@	\$30.00		\$3,720.00
	E	Surveyor VII	20	@	\$40.00		\$800.00
	F	Survey Technician V	0	@	\$25.00		\$0.00
	G	Administrator II	0	@	\$20.00		\$0.00
		Sub-Total Labor	260				\$8,468.00
		Overhead	187.70%				\$15,894.44
		Fixed Fee	14.40%				\$3,508.19
							Total Labor \$27,870.63
		Expenses					
		Printing and Plotting	1	@	\$60.00	lump sum	\$60.00
		CAD	1	@	\$1,075.00	lump sum	\$1,075.00
		Mileage	40	@	\$0.580	per mile	\$23.20
							Total Expenses \$1,158.20
							<b>TOTAL TASK 3 \$29,028.83</b>

**TASK 4 - Final Design Services**

Labor:	A	Engineer VII	24	@	\$55.00		\$1,320.00
	B	Engineer IV	65	@	\$37.00		\$2,405.00
	C	Engineer II	270	@	\$33.00		\$8,910.00
	D	Engineering Technician IV	208	@	\$30.00		\$6,240.00
	E	Surveyor VII	2	@	\$40.00		\$80.00
	F	Survey Technician V	0	@	\$25.00		\$0.00
	G	Administrator II	0	@	\$20.00		\$0.00
		Sub-Total Labor	569				\$18,955.00
		Overhead	187.70%				\$35,578.54
		Fixed Fee	14.40%				\$7,852.83
							Total Labor \$62,386.36
		Expenses					
		Printing and Plotting	1	@	\$200.00	lump sum	\$200.00
		CDI - Engineering Sub	1	@	\$5,500.00	lump sum	\$5,500.00
		CAD	1	@	\$2,468.00	lump sum	\$2,468.00
		Mileage	120	@	\$0.580	per mile	\$69.60
							Total Expenses \$8,237.60
							<b>TOTAL TASK 4 \$70,623.96</b>

**TASK 5 - Project Management and Coordination**

Labor:	A	Engineer VII	16	@	\$55.00		\$880.00
	B	Engineer IV	26	@	\$37.00		\$962.00
	C	Engineer II	16	@	\$33.00		\$528.00
	D	Engineering Technician IV	0	@	\$30.00		\$0.00
	E	Surveyor VII	0	@	\$40.00		\$0.00
	F	Survey Technician V	0	@	\$25.00		\$0.00
	G	Administrator II	16	@	\$20.00		\$320.00
		Sub-Total Labor	74				\$2,690.00
		Overhead	187.70%				\$5,049.13
		Fixed Fee	14.40%				\$1,114.43
							Total Labor \$8,853.56
		Expenses					
		Printing and Plotting	1	@	\$100.00	lump sum	\$100.00
		Mileage	40	@	\$0.580	per mile	\$23.20
							Total Expenses \$123.20
							<b>TOTAL TASK 5 \$8,976.76</b>

**ENGINEERING FEE ESTIMATE  
BROADWAY AND HENRY CLAY ROUNDABOUT  
ASHLAND, BOONE COUNTY, MISSOURI**

**TASK 6 - Bidding Phase Services**

Labor:	A	Engineer VII	0	@	\$55.00		\$0.00
	B	Engineer IV	6	@	\$37.00		\$222.00
	C	Engineer II	6	@	\$33.00		\$198.00
	D	Engineering Technician IV	4	@	\$30.00		\$120.00
	E	Surveyor VII	0	@	\$40.00		\$0.00
	F	Survey Technician V	0	@	\$25.00		\$0.00
	G	Administrator II	0	@	\$20.00		\$0.00
		Sub-Total Labor	16				\$540.00
		Overhead	187.70%				\$1,013.58
		Fixed Fee	14.40%				\$223.72
							Total Labor \$1,777.30
		Expenses					
		Printing and Plotting	1	@	\$50.00	lump sum	\$50.00
		CAD	1	@	\$42.000	lump sum	\$42.00
							Total Expenses \$92.00
							<b>TOTAL TASK 6 \$1,869.30</b>

**SUMMARY**

TASK 1 - Data Collecton and Mapping Services	\$19,865.38
TASK 2 - Preliminary Design Services	\$40,613.10
TASK 3 - Right-of-Way Design Services	\$29,028.83
TASK 4 - Final Design Services	\$70,623.96
TASK 5 - Project Management and Coordination	\$8,976.76
TASK 6 - Bidding Phase Services	\$1,869.30
<b>TOTAL PE ESTIMATED FEE</b>	<b>\$170,977.33</b>



ENGINEERING FEE ESTIMATE																													
BROADWAY AND HENRY CLAY ROUNDBABOUT																													
ASHLAND, BOONE COUNTY, MISSOURI																			Total										
								A	B	C	D	E	F	G					Hours										
								E-VII	E-IV	E-II	ET-IV	S-VII	ST-V	A-II															
<b>TASK 1 - Data Collecton and Mapping Services</b>																				0									
The ENGINEER shall collect data and information used in performing the project duties including the following tasks:																													
Request, obtain, review existing subdivision plats, surveys, street/highway plans, available aerial mapping and contours from Boone County and MoDOT.										2		4								6									
The ENGINEER shall perform the field survey of existing topography and boundary surveys to create project base mapping including the following tasks:																				0									
Research of existing warranty deeds for properties adjacent to project.												4	8							12									
Set project horizontal and vertical control/bench marks. Project control will be set using GPS technology.													8								8								
Field locate and survey existing property corners.													20								20								
Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.									1	2			32								35								
Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities or even attempt to do so.												4	16									20							
Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys (assumes 14 tracts).												40										40							
Develop project base mapping from field surveys and boundary surveys for property lines.												2	12									14							
Field check base mapping.										6											6								
<b>Subtotal Task 1</b>								<b>0</b>	<b>1</b>	<b>10</b>	<b>0</b>	<b>54</b>	<b>96</b>	<b>0</b>					<b>161</b>										
<b>TASK 2 - Preliminary Design Services</b>								<b>E-VII</b>	<b>E-IV</b>	<b>E-II</b>	<b>ET-IV</b>	<b>S-VII</b>	<b>ST-V</b>	<b>A-II</b>															
Develop roadway alignment/profile for Broadway from College Avenue to Walnut Street.									4	16												20							
Develop roadway alignment/profile for Henry Clay Boulevard within 400' of Broadway.									2	8												10							
Develop roundabout geometry on project mapping. Adjust geometry for speed curves and WB 67 truck turning movements.								2	8	32														42					
Develop sidewalk geometry and curb ramp details.									2	8															10				
Determine conceptual grading.									2	12													14						
Conduct drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's Equation. Drainage design to follow EPG guidelines.									8	32																40			
Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:																										0			
Title Sheet (including project limits, access note, traffic data, utility contacts)									1	2	4												7						
Typical Sections (assumes 2 sheets)									1	4	8													13					
Plan/Profile Sheets (assumes 4 sheets at 20 scale)									4	12	32														48				
Culvert Section Sheets (assumes 3 sheets)									2	12	12														26				
Entrance Profiles (assumes 8 entrances, 4 sheets)										4	8															12			
Prepare preliminary plans cost estimate.									2	12	8															22			
Conduct 2 preliminary design review meetings with City staff and MoDOT during course of preliminary design.								8	8																	16			
Perform 1 site visit during preliminary design to field check the plans.										4																	4		
Develop and submit design exceptions, as appropriate.									4																	4			
Submit the preliminary plans and cost estimates to the City and MoDOT for review in PDF format.									1	2																3			
Coordinate with MoDOT utility engineer.									2	2																4			
Submit RES									1	2															3				
Prepare exhibits for a public meeting.								1	2	8	12															23			
Attend public meeting								4																		4			
<b>Subtotal Task 2</b>								<b>15</b>	<b>54</b>	<b>172</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>0</b>					<b>325</b>										
<b>TASK 3 - Right-of-Way Design Services</b>								<b>E-VII</b>	<b>E-IV</b>	<b>E-II</b>	<b>ET-IV</b>	<b>S-VII</b>	<b>ST-V</b>	<b>A-II</b>															
Develop R/W plans based on Preliminary Plan comments.																								0					
Modify Preliminary Plan sheets								1	4	32	40														77				
Create Grading Plan									1	2	6														9				
Create Cross Sections (for internal review)									8	32	12																52		
Develop final R/W and easement requirements.								1	1	2	4																8		
Provide electronic R/W plans to City and MoDOT for review.									1	2																	3		
Preparation of permanent and temporary easement and Right-of-Way documents (legal descriptions) (assumes 14 tracts). MoDOT to insert legal descriptions on their easement forms.										2	30	8																	40
Develop location survey plan with appropriate reference information.										1	4	8																13	
Revise R/W plans once based on negotiations.									2	12	16																	30	
Revise easements and legal descriptions once per property based on negotiation.										2	12	4																18	
Submit RES.									2	8																		10	
No property owner negotiations are included in this scope of work.																											0		
<b>Subtotal Task 3</b>								<b>2</b>	<b>19</b>	<b>95</b>	<b>124</b>	<b>20</b>	<b>0</b>	<b>0</b>					<b>260</b>										

ENGINEERING FEE ESTIMATE								
BROADWAY AND HENRY CLAY ROUNDABOUT								
ASHLAND, BOONE COUNTY, MISSOURI								
	A	B	C	D	E	F	G	Total Hours
	E-VII	E-IV	E-II	ET-IV	S-VII	ST-V	A-II	
<b>TASK 4 - Final Design Services</b>								0
Develop final plans based on review comments from City and MoDOT staff regarding RW plans. Final plans to consist of:								
Title Sheet			2					2
Quantity Sheets (assumes 4 sheets)		4	12	24				40
Typical Sections (assumes 2 sheets)		1	4	8				13
Standard Details (assumes 2 sheets)		2	12	12				26
Coordinate Point Sheet			1	4	1			6
Reference Point Sheet			1	4	1			6
Plan/Profile Sheets (assumes 4 sheets at 20 scale)	1	4	8	12				25
Curb Return Plan/Profile Sheets (assumes 4 sheets at 20 scale)	2	4	24	12				42
Splitter island Plan/Profile Sheets (assumes 4 sheets at 10 scale)	1	2	24	12				39
Culvert Section Sheets (assumes 3 sheets)	1	2	12	8				23
Grading Plan	2	2	8	4				16
Entrance Profiles (assumes 8 profiles, 4 sheets)		1	2	8				11
Roundabout Geometry Plan (assumes 2 sheets)	1	4	8	12				25
Signing Sheets (assumes 2 sheets, assumes no cross sections)		1	8	12				21
Pavement Marking Sheet (assumes 1 sheet)		1	8	12				21
Lighting Plans	4		32	4				40
Traffic Control and Phasing Plan (assumes 5 sheets)	1	2	32	4				39
Detour Plan (assumes 1 sheet)	1	1	2	8				12
Erosion and Sediment Control Sheets (assumes 2 sheets)		1	8	6				15
Cross Sections (assumes 25' intervals, assumes 8 sheets)		2	32	16				50
No landscaping plan is included in this scope of work.								0
No water quality plan is included in this scope of work.								0
No joint detail plan is included in this scope of work.								0
Prepare Engineer's Estimate for project.		2	8	8				18
Submit RES.		1	2					3
Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. These JSPs will be provided to MoDOT for use along with their front end documents in the bidding process.	4	12						16
Submit the final plans, JSPs and Engineer's Estimates to the City and MoDOT for review.		1	2					3
Coordinate with MoDOT utility engineer.		4						4
Conduct 1 final design review meeting with City and MoDOT staff during course of final design.	4	4						8
Make final changes to plans, technical special provisions and Engineer's Estimate based on City and MoDOT staff comments.	2	4	12	12				30
Prepare signed electronic plans and submit to City and MoDOT.		2	4					6
Provide electronic deliverables to MoDOT.		1	2	6				9
<b>Subtotal Task 4</b>	<b>24</b>	<b>65</b>	<b>270</b>	<b>208</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>569</b>
<b>TASK 5 - Project Management and Coordination</b>	<b>E-VII</b>	<b>E-IV</b>	<b>E-II</b>	<b>ET-IV</b>	<b>S-VII</b>	<b>ST-V</b>	<b>A-II</b>	
No additional meetings are included in this scope of services.								0
QA/QC								0
Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.	8							8
Perform a field check of proposed construction improvements.		6						6
Administration and Coordination:								0
Perform duties necessary for administration of project contract and subconsultant contracts.		8	8				8	24
Prepare and administer project expenses and invoicing to City.		8	8				8	24
General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.	8	4						12
<b>Subtotal Task 5</b>	<b>16</b>	<b>26</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>74</b>
<b>TASK 6 - Bidding Phase Services</b>	<b>E-VII</b>	<b>E-IV</b>	<b>E-II</b>	<b>ET-IV</b>	<b>S-VII</b>	<b>ST-V</b>	<b>A-II</b>	
Contractor correspondence during bidding.								6
Addendum revisions (assumes 1 addendum).		2	4	4				10
MoDOT to conduct bid opening, prepare bid tabulation, make contractor recommendation.								0
No additional meetings are included in this scope of services.								0
<b>Subtotal Task 6</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>

## ATTACHMENT C

### 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 D

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

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#### 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 E**  
**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 F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Bartlett & West, Inc.

**Project Owner (LPA):** City of Ashland, MO

**Project Name:** Broadway and Henry Clay Roundabout

**Project Number:**

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

Consultant

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Bob Gilbert, PE \_\_\_\_\_

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_ 02/08/2019 \_\_\_\_\_

COUNCIL BILL NO. 2019-010

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF EASEMENTS FOR UTILITY PURPOSES FROM C S PROPERTIES-COLUMBIA LLC; AND AUTHORIZING THE CITY CLERK TO RECORD THE EASEMENTS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the acceptance of easements for utility purposes from C S Properties-Columbia LLC. The form and content of the easements shall be substantially as set forth in the following exhibits, which are attached to and made a part of this ordinance:

Exhibit A. C S Properties-Columbia LLC-lots 3 and 4

Exhibit B. C S Properties-Columbia LLC-two tracts of land across part of lots 3, 12, 13 and 14 of East Ashland Plaza

Section 2. The Board of Aldermen, on behalf of the City of Ashland, hereby accepts the easements listed in Section 1 and authorizes the City Clerk to have the easements recorded in the office of the Boone County Recorder of Deeds.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

**GRANT OF EASEMENT FOR UTILITY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS:

THAT on this 11<sup>TH</sup> day of FEBRUARY, 2019, THE UNDERSIGNED, C S PROPERTIES-COLUMBIA, LLC, a Missouri Limited Liability Company, of the County of Boone, of the State of Missouri, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Ashland, Missouri, a municipal corporation, hereinafter referred to as Grantee (Grantee's mailing address is P.O. Box 135, Ashland, MO 65010) the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege and authority to construct, operate, replace, repair and maintain water mains, electric light and power transmission lines, sanitary sewer lines, and all other public utilities and all necessary appurtenances to make these utilities complete and usable, over, under, across, and upon the following described real estate owned by us, situated in the County of Boone, State of Missouri, to-wit:

(SEE ATTACHED EXHIBIT A)

This grant includes the right of the City of Ashland, Missouri, its officers, agents and employees to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement or the premises of the grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the right of ingress and egress to and from the herein described premises over any of the adjoining land of the grantor for the purpose of exercising any of the rights herein granted; and the right to use the premises of the grantor adjoining said easement or either side thereof to pile earth, place or move machinery, place or store materials and any other act necessary for the purpose of exercising any of the rights herein granted.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its authorized agent this 11<sup>TH</sup> day of FEBRUARY, 2019.



# EXHIBIT A

DESCRIPTION FOR PROPOSED UTILITY EASEMENTS FOR ELECTRIC  
LOTS 3 AND 4 OF EAST ASHLAND PLAZA  
FOR C S PROPERTIES-COLUMBIA, LLC, OWNER  
JOB #17019.05

FEBRUARY 7, 2019

TWO (2) TRACTS OF LAND ACROSS PART OF **LOTS 3 AND 4 OF EAST ASHLAND PLAZA**, RECORDED IN PLAT BOOK 52, PAGE 40 OF THE BOONE COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 46 NORTH, RANGE 12 WEST, ASHLAND, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3039, PAGE 165 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## TRACT 1

A STRIP OF LAND EIGHT (8) FEET WIDE BEING THE SOUTH EIGHT (8) FEET OF SAID **LOT 3**, CONTAINING 1,650 SQUARE FEET, NOT INCLUDING THE AREA WITHIN THE EXISTING UTILITY EASEMENTS SHOWN BY SAID EAST ASHLAND PLAZA.

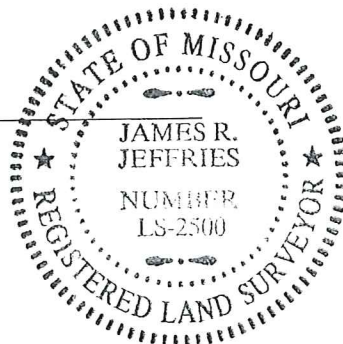
## TRACT 2

A STRIP OF LAND EIGHT (8) FEET WIDE BEING THE NORTH EIGHT (8) FEET OF SAID **LOT 4**, CONTAINING 1,650 SQUARE FEET, NOT INCLUDING THE AREA WITHIN THE EXISTING UTILITY EASEMENTS SHOWN BY SAID EAST ASHLAND PLAZA.

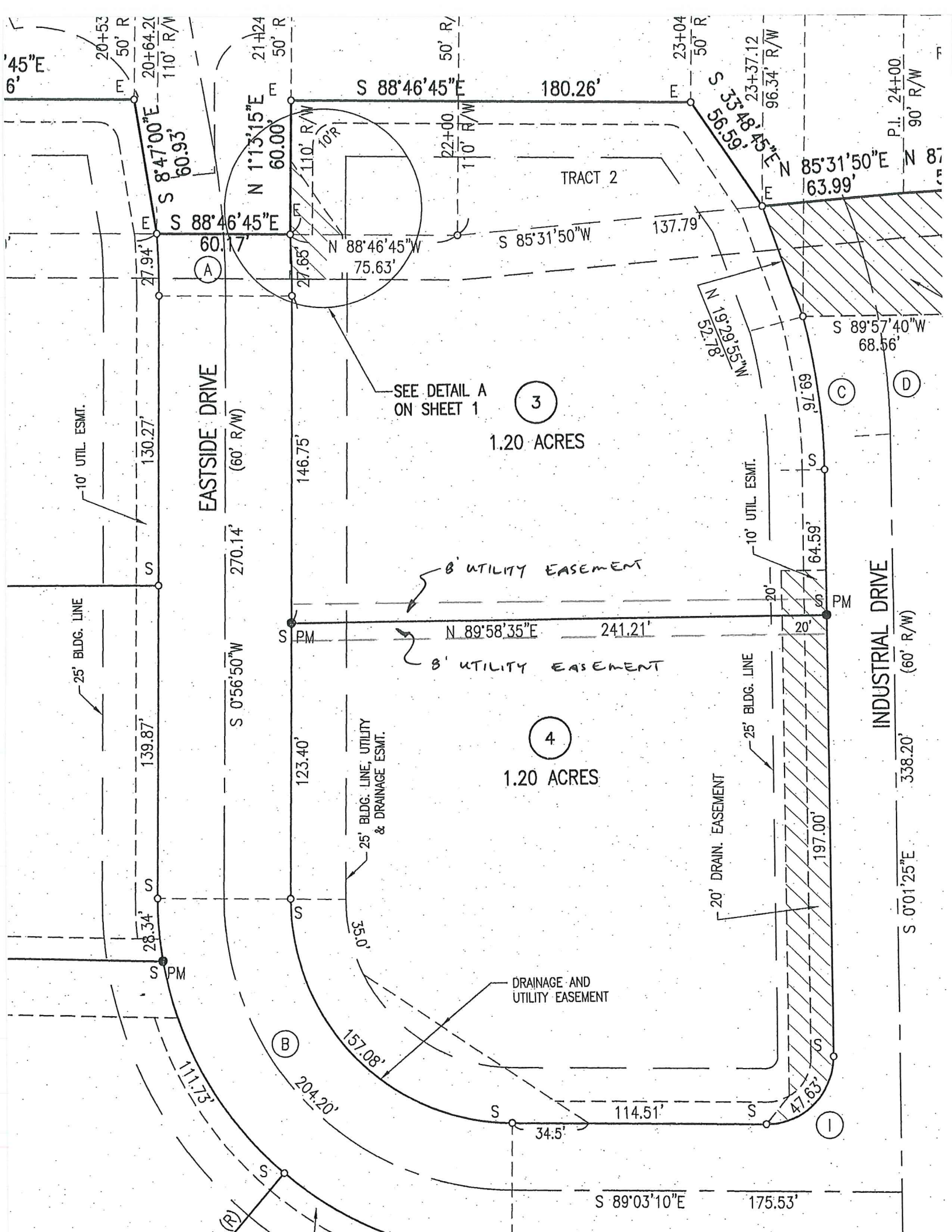
ALLSTATE CONSULTANTS LLC

  
JAMES R. JEFFRIES, PLS 2500

FEB. 7, 2019  
DATE



3312 LEMONE INDUSTRIAL BLVD.  
COLUMBIA, MO 65201  
573-875-8799  
ALLSTATE CONSULTANTS LLC  
MO PROFESSIONAL LAND SURVEYING  
CERTIFICATE OF AUTHORITY #2007000167



6' 45"E

20+53  
50' R

S 8°47'00"E  
60.93'

27.94'

130.27'

139.87'

28.34'

111.73'

204.20'

34.5'

20+64.20  
110' R/W

N 1°13'15"E  
60.00'

S 88°46'45"E  
60.17'

27.65'

146.75'

123.40'

35.00'

157.08'

204.20'

114.51'

21+24  
50' R

N 88°46'45"W  
75.63'

S 88°46'45"E  
180.26'

22+00  
110' R/W

S 85°31'50"W  
137.79'

N 89°58'35"E  
241.21'

114.51'

114.51'

114.51'

175.53'

23+04  
50' R

S 56°55'48"E  
96.34' R/W

N 85°31'50"E  
63.99'

S 89°57'40"W  
68.56'

97.69'

64.59'

197.00'

47.63'

197.00'

197.00'

23+37.12  
96.34' R/W

N 85°31'50"E  
63.99'

S 89°57'40"W  
68.56'

97.69'

64.59'

197.00'

47.63'

197.00'

197.00'

197.00'

P.I. 24+00  
90' R/W

N 85°31'50"E  
63.99'

S 89°57'40"W  
68.56'

97.69'

64.59'

197.00'

47.63'

197.00'

197.00'

197.00'

10' UTIL. ESMT.

25' BLDG. LINE

EASTSIDE DRIVE (60' R/W)

10' UTIL. ESMT.

8' UTILITY EASEMENT

8' UTILITY EASEMENT

25' BLDG. LINE, UTILITY & DRAINAGE ESMT.

20' DRAIN. EASEMENT

25' BLDG. LINE

DRAINAGE AND UTILITY EASEMENT

INDUSTRIAL DRIVE (60' R/W)

S 0°01'25"E 338.20'

S 89°03'10"E 175.53'

S 89°57'40"W 68.56'

S 85°31'50"W 137.79'

S 88°46'45"E 180.26'

N 88°46'45"W 75.63'

N 89°58'35"E 241.21'

N 1°13'15"E 60.00'

S 8°47'00"E 60.93'

S 0°56'50"W 270.14'

S 89°03'10"E 175.53'

S 89°57'40"W 68.56'

S 85°31'50"W 137.79'

S 88°46'45"E 180.26'

N 88°46'45"W 75.63'

N 89°58'35"E 241.21'

N 1°13'15"E 60.00'

S 8°47'00"E 60.93'

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N 88°46'45"W 75.63'

N 89°58'35"E 241.21'

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S 89°57'40"W 68.56'

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S 88°46'45"E 180.26'

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N 89°58'35"E 241.21'

N 1°13'15"E 60.00'

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S 88°46'45"E 180.26'

N 88°46'45"W 75.63'

N 89°58'35"E 241.21'

N 1°13'15"E 60.00'

S 8°47'00"E 60.93'

S 0°56'50"W 270.14'

S 89°03'10"E 175.53'

S 89°57'40"W 68.56'

S 85°31'50"W 137.79'

S 88°46'45"E 180.26'

N 88°46'45"W 75.63'

N 89°58'35"E 241.21'

N 1°13'15"E 60.00'

S 8°47'00"E 60.93'

S 0°56'50"W 270.14'

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S 89°03'10"E 175.53'

S 89°57'40"W 68.56'

**GRANT OF EASEMENT FOR UTILITY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS:

THAT on this 11<sup>TH</sup> day of FEBRUARY, 2019, THE UNDERSIGNED, C S PROPERTIES-COLUMBIA, LLC, a Missouri Limited Liability Company, of the County of Boone, of the State of Missouri, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Ashland, Missouri, a municipal corporation, hereinafter referred to as Grantee (Grantee's mailing address is P.O. Box 135, Ashland, MO 65010) the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege and authority to construct, operate, replace, repair and maintain water mains, electric light and power transmission lines, sanitary sewer lines, and all other public utilities and all necessary appurtenances to make these utilities complete and usable, over, under, across, and upon the following described real estate owned by us, situated in the County of Boone, State of Missouri, to-wit:

(SEE ATTACHED EXHIBIT A)

This grant includes the right of the City of Ashland, Missouri, its officers, agents and employees to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement or the premises of the grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the right of ingress and egress to and from the herein described premises over any of the adjoining land of the grantor for the purpose of exercising any of the rights herein granted; and the right to use the premises of the grantor adjoining said easement or either side thereof to pile earth, place or move machinery, place or store materials and any other act necessary for the purpose of exercising any of the rights herein granted.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its authorized agent this 11<sup>TH</sup> day of FEBRUARY, 2019.





# EXHIBIT A

DESCRIPTION FOR PROPOSED UTILITY EASEMENTS TO THE CITY OF ASHLAND  
FOR C S PROPERTIES-COLUMBIA, LLC  
JOB #17019.05

OCTOBER 25, 2018

TWO (2) TRACTS OF LAND ACROSS PART OF LOTS 3, 12, 13 AND 14 OF EAST ASHLAND PLAZA, RECORDED IN PLAT BOOK 52, PAGE 40 OF THE BOONE COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 46 NORTH, RANGE 12 WEST, ASHLAND, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3039, PAGE 165 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## TRACT 1

COMMENCING AT THE SOUTHEAST CORNER SAID LOT 3; THENCE WITH THE EAST LINE OF SAID LOT 3, N0°01'25"W, 20.00 FEET; THENCE LEAVING SAID EAST LINE, S89°58'35"W, 10.00 FEET TO THE WEST LINE OF THE EXISTING UTILITY EASEMENT ALONG THE EAST LINE OF SAID LOT 3 AS SHOWN BY SAID EAST ASHLAND PLAZA AND THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, CONTINUING S89°58'35"W, 10.00 FEET; THENCE N0°01'25"W, 16.00 FEET; THENCE N89°58'35"E, 10.00 FEET TO SAID WEST LINE OF THE EXISTING UTILITY EASEMENT; THENCE WITH SAID WEST LINE, S0°01'25"E, 16.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 160 SQUARE FEET;

## TRACT 2

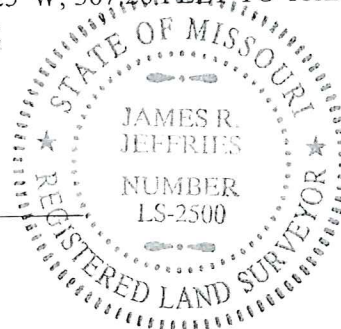
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14, THENCE WITH THE SOUTH LINE OF SAID LOT 14, N89°58'35"E, 10.00 FEET TO THE EAST LINE OF THE EXISTING UTILITY EASEMENT ALONG THE WEST LINE OF SAID LOT 14 AS SHOWN BY SAID EAST ASHLAND PLAZA AND THE POINT OF BEGINNING;

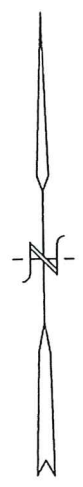
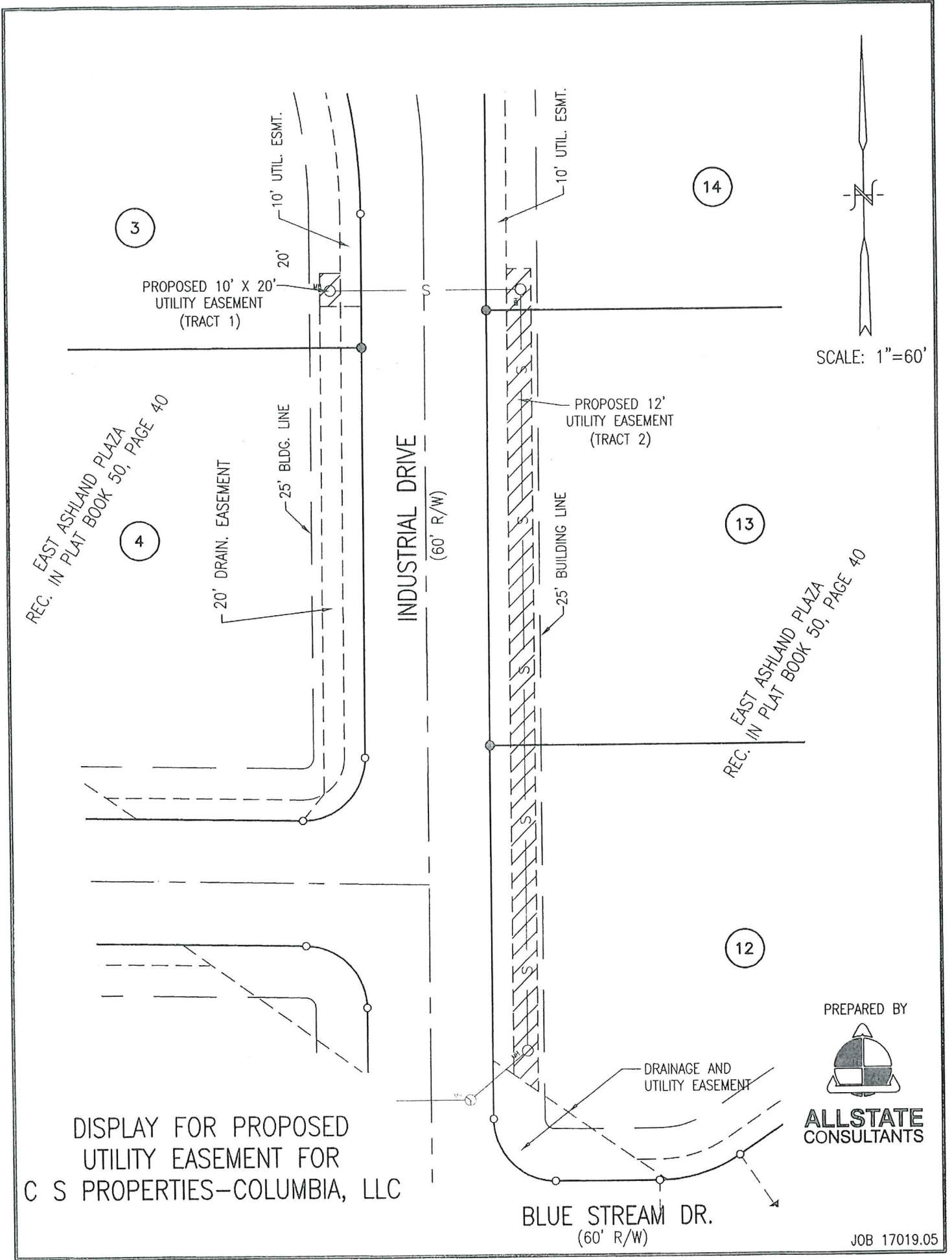
THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SOUTH LINE AND WITH SAID EAST LINE, N0°01'25"W, 20.00 FEET; THENCE LEAVING SAID EAST LINE, N89°58'35"E, 12.00 FEET; THENCE PARALLEL TO THE WEST LINE OF SAID LOTS 14, 13 AND 12, S0°01'25"E, 395.56 FEET TO THE NORTH LINE OF THE EXISTING DRAINAGE AND UTILITY EASEMENT ACROSS THE SOUTHWEST SIDE OF SAID LOT 12; THENCE WITH SAID NORTH LINE, N55°23'55"W, 14.58 FEET TO SAID EAST LINE OF THE EXISTING UTILITY EASEMENT; THENCE WITH SAID EAST LINE, N0°01'25"W, 367.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,695 SQUARE FEET;

ALLSTATE CONSULTANTS LLC

  
JAMES R. JEFFRIES, PLS-2500

OCT. 25, 2018  
DATE





SCALE: 1"=60'

REC. EAST ASHLAND PLAZA  
IN PLAT BOOK 50, PAGE 40

REC. EAST ASHLAND PLAZA  
IN PLAT BOOK 50, PAGE 40

INDUSTRIAL DRIVE  
(60' R/W)

BLUE STREAM DR.  
(60' R/W)

DISPLAY FOR PROPOSED  
UTILITY EASEMENT FOR  
C S PROPERTIES-COLUMBIA, LLC

PREPARED BY



**ALLSTATE  
CONSULTANTS**

JOB 17019.05

COUNCIL BILL NO. 2019-011

ORDINANCE NO.

AN ORDINANCE VACATING PART OF A UTILITY EASEMENT ACROSS LOT 3 OF EAST ASHLAND PLAZA; AND AUTHORIZING THE CITY CLERK TO RECORD THIS ORDINANCE

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby vacates part of a utility easement across Lot 3 of East Ashland Plaza that is in excess of the needs for this project. The legal description of easements to be vacated shall be substantially as set forth in the following exhibit, which is attached to and made a part of this ordinance.

Exhibit A: Vacating part of a Utility Easement across Lot 3 of East Ashland Plaza

Section 2. The City Clerk is hereby authorized to cause a copy of this ordinance to be recorded in the office of the Recorder of Deeds of Boone County, Missouri.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney

# EXHIBIT A

DESCRIPTION FOR VACATING PART OF UTILITY EASEMENT ACROSS  
LOT 3 OF EAST ASHLAND PLAZA  
FOR C S PROPERTIES-COLUMBIA, LLC, OWNER  
JOB #17019.05

FEBRUARY 21, 2019

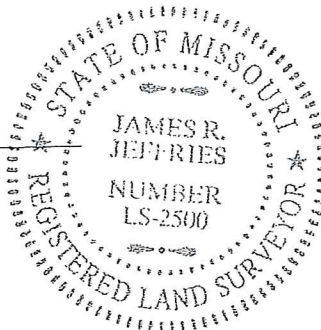
STRIP OF LAND TWENTY (20) FEET WIDE ACROSS THE NORTH PART OF LOT 3 OF EAST ASHLAND PLAZA, RECORDED IN PLAT BOOK 52, PAGE 40 OF THE BOONE COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 46 NORTH, RANGE 12 WEST, ASHLAND, BOONE COUNTY, MISSOURI, BEING PART OF THE UTILITY EASEMENT DESCRIBED BY THE GRANT OF EASEMENT FOR UTILITY PURPOSES RECORDED IN BOOK 1839, PAGE 258 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER SAID LOT 3; THENCE WITH THE WEST LINE OF SAID LOT 3,  $N0^{\circ}56'50''E$ , 146.75 FEET; THENCE 7.62 FEET ALONG A 430.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD,  $N0^{\circ}26'20''E$ , 7.62 FEET TO THE SOUTH LINE OF SAID EASEMENT RECORDED IN BOOK 1839, PAGE 258; THENCE LEAVING SAID WEST LINE AND WITH SAID SOUTH LINE,  $S88^{\circ}46'45''E$ , 25.01 FEET TO THE EAST LINE OF THE UTILITY EASEMENT ALONG THE WEST LINE OF SAID LOT 3 AND THE POINT OF BEGINNING;

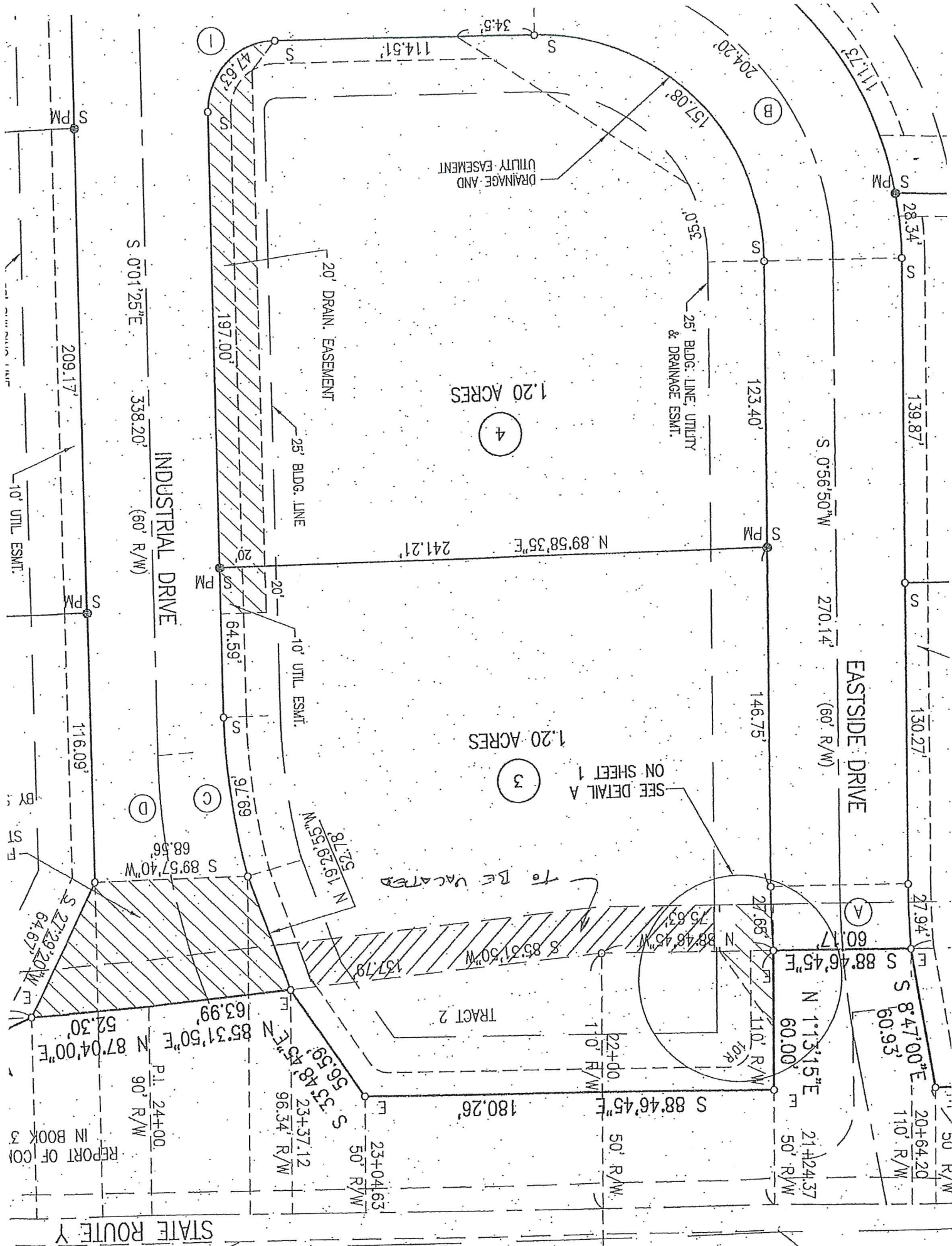
THENCE FROM THE POINT OF BEGINNING, CONTINUING  $S88^{\circ}46'45''E$ , 50.70 FEET; THENCE  $N85^{\circ}31'50''E$ , 133.80 FEET TO THE WEST LINE OF THE UTILITY EASEMENT ALONG THE EAST LINE OF SAID LOT 3; THENCE LEAVING SAID SOUTH LINE AND WITH SAID WEST LINE,  $N19^{\circ}29'55''W$ , 16.77 FEET; THENCE  $N33^{\circ}48'45''W$ , 4.37 FEET TO THE OLD SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE Y AND THE NORTH LINE OF SAID EASEMENT RECORDED IN BOOK 1839, PAGE 258; THENCE WITH SAID NORTH LINE,  $S85^{\circ}31'50''W$ , 126.32 FEET; THENCE  $N88^{\circ}46'45''W$ , 50.58 FEET; THENCE LEAVING SAID NORTH LINE, 20.02 FEET ALONG A 455.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD,  $S1^{\circ}15'30''E$ , 20.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 3625 SQUARE FEET;

  
\_\_\_\_\_  
JAMES R. JEFFRIES, PLS-2500

FEB. 21, 2019  
DATE



3312 LEMONE INDUSTRIAL BLVD.  
COLUMBIA, MO 65201  
573-875-8799  
ALLSTATE CONSULTANTS LLC  
MO PROFESSIONAL LAND SURVEYING  
CERTIFICATE OF AUTHORITY #2007000167



1.20 ACRES

1.20 ACRES

TO BE VACATED

TRACT 2

SEE DETAIL A  
ON SHEET 1

INDUSTRIAL DRIVE

EASTSIDE DRIVE

STATE ROUTE Y

REPORT OF CO  
IN BOOK 3

P.L. 24+00  
90' R/W

23+04.63  
50' R/W

50' R/W

50' R/W

20+64.20  
110' R/W

52.30  
N 87°04'00"E

116.09'

68.56'

97.89'

64.59'

20'

10' UTIL ESMT.

20'

25' BLDG. LINE

20'

20' DRAIN. EASEMENT

197.00'

47.63'

34.5'

114.51'

157.08'

0.0' SEC.

123.40'

146.75'

270.14'

S 0°56'50"W

139.87'

130.27'

209.17'

S 0°01'25"E

338.20'

(60' R/W)

241.21'

N 89°58'35"E

27.94'

S 88°46'45"E

60.00'

N 1°13'15"E

21+24.37

50' R/W

110' R/W

27.65'

N 88°46'45"E

75.63'

N 88°46'45"E

81.725'

N 51°06'51"

60.17'

S 88°46'45"E

27.94'

110' R/W

S P.M.

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(1)

(C)

(D)

(A)

(3)

(4)

(B)

(204.20')

(111.73')

(28.34')

(139.87')

(130.27')

(27.94')

(60.17')

(27.94')

(60.93')

(84.7'00"E)

(20+64.20')

(110' R/W)

(21+24.37')

(50' R/W)

(110' R/W)

(50' R/W)

COUNCIL BILL NO. 2019-012

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 2 AS IT PERTAINS TO COMPENSATION OF THE MAYOR

BE IT ORDAINED, BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

Section 1. Chapter 2 of the Ashland City Code is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

**2.220. Aldermen and Mayor to serve without compensation**

.....

2. The Mayor of the City of Ashland, Missouri shall receive a stipend of ~~\$400.00~~ \$500.00 per month from April 1, ~~2018-2019~~ until March 31, ~~2019-2020~~ at which time this subsection shall expire and the Mayor shall no longer be paid the stipend.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Jeffrey Kays, City Attorney