



City of St. Peters, Missouri
One St. Peters Centre Boulevard
P. O. Box 9
St. Peters, Missouri 63376

Request for Statement of Qualifications and Proposal for Engineering Services

| | |
|---------------------------|---|
| Purpose: | The City of St. Peters is seeking proposals from qualified Consulting Engineering Firms to provide professional engineering services to perform all required investigations and analysis, and prepare plans and specifications for safety improvements and reconstruction of Barkwood Trails Drive, from Jungermann Road to Maple Tree Drive. |
| RFQ No. | 23-118 – Barkwood Trails Drive Reconstruction (STP 7305(622)) |
| Available | February 9, 2023 |
| Deadline for Submissions: | 2:00 p.m. local time, February 23, 2023 (Non-Public Opening) Late or faxed qualifications will be rejected. |
| Submit Proposal To: | Purchasing City of St. Peters One St. Peters Centre Blvd. P. O. Box 9 St. Peters, MO 63376 |
| Special Instructions: | <ul style="list-style-type: none">• A DBE goal of 12% has been established for this project• Clearly mark outside of sealed envelope with "RFQ No. 23-118 - Barkwood Trails Drive Reconstruction (STP 7305(622))" along with the Consultant's name• Submit 1 original and 3 copies of your proposal• With submittal of your firm's Letter of Interest include:<ul style="list-style-type: none">○ Statement of Qualification (RSMo 8.285 – 8.291)○ Affidavit of Compliance with the Federal Work Authorization Program (Original must be included)○ Copy of your E-Verify Memorandum of Understanding (MOU) (15 CSR 60-15.020) |
| Direct All Inquiries to: | bids@stpetersmo.net with "23-118 - Barkwood Trails Drive Reconstruction (STP 7305(622))" in the subject line. The last time for questions is before noon local time, February 16, 2023. |

TABLE OF CONTENTS

| <u>DESCRIPTION</u> | <u>PAGE</u> |
|--|--------------------|
| Advertisement for Proposals | 1 |
| General Information | 3 |
| Appendix A: Draft Agreement | 13 |
| Appendix B: Project Location Map | 28 |
| Appendix C: St. Charles County Road Board Application – Barkwood Trails Dr Reconstruction | 29 |
| Appendix D: East-West Gateway STP-S Application- Barkwood Trails Dr Reconstruction | 31 |
| Appendix E: Affidavit of Compliance with Federal Work Authorization Program | 106 |

ADVERTISEMENT FOR PROPOSALS

The City of St. Peters is seeking qualifications for the 23-118 - Barkwood Trails Drive Reconstruction (STP 7305(622)) until 2:00 p.m. local time, February 23, 2023. This will be a Non-Public opening. The purpose of this project is to provide construction phase services and prepare all required plans and specifications required to acquire needed property rights and bid the safety improvements and reconstruction of Barkwood Trails Drive, from Jungermann Road to Maple Tree Drive.

The RFQ can be received by sending a request to Bids@stpetersmo.net and specifying in the subject line 23-118 - Barkwood Trails Drive Reconstruction (STP 7305(622)), or by obtaining at City of St. Peters, One St. Peters Centre Boulevard, St. Peters, Missouri 63376 beginning February 9, 2023.

If your firm would like to be considered for providing these consulting services, please prepare a Technical Proposal. This proposal should include any information which might help us in the selection process, such as the persons or team you would assign to each project, the backgrounds of those individuals, and other projects your company has recently completed or are now active. The proposal shall be submitted in quadruplicate, in a sealed package, and clearly marked with the Consultant's name and City of St. Peters – 23-118 – Barkwood Trails Drive Reconstruction (STP 7305(622)). The proposal must be received by the City of St. Peters Purchasing Department by 2:00 p.m., local time, February 23, 2023.

All questions regarding the project and proposal submittal are to be submitted via e-mail to Bids@stpetersmo.net and specify in the subject line 23-118 –Barkwood Trails Drive Reconstruction (STP 7305(622)), or by mail to City of St. Peters, One St. Peters Centre Boulevard, St. Peters, Missouri 63376 before noon local time, February 16, 2023.

The City of St. Peters will evaluate firms based on a) experience and competence, b) the capacity of the firm to perform the work in the timeframe needed, c) past performance.

Once a proposal is selected, a contract will be negotiated, with the firm, based on a mutually agreed upon scope of services. This project has received federal reimbursement funding through the Surface Transportation Block Grant Program (STP) administered by the East-West Gateway Coordinating Council of Governments. A DBE goal of 12% has been determined by Missouri Department of Transportation for the Preliminary Engineering portion of the project.

DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at www.modot.gov, in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit proposals as prime consultants for any project they feel can be managed by their firm.

It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) and an Affidavit of Compliance with the federal work authorization program along with a copy of your firm's E-Verify Memorandum of Understanding (15 CSR 60-15.020) be submitted with your firm's technical proposal and with your firm's Letter of Interest. It is also required that your firm be prequalified with MoDOT and listed in [MoDOT's Approved Consultant Prequalification List](#).

The City reserves the right to waive any informality and to accept the proposal most advantageous to the City.

**GENERAL INFORMATION
FOR ENGINEERING SERVICES
23-118 BARKWOOD TRAILS DR RECONSTRUCTION (STP 7305(622))**

1.0 GENERAL

The City of St. Peters, hereinafter called "CITY", is seeking qualifications to prepare plans and specifications for the Barkwood Trails Drive Reconstruction (STP 7305(622)).

The selected Consultant shall provide all necessary field investigation and design required to comply with the Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG) and EPG Section 136 Local Public Agency (LPA) Manual.

The CITY will select one qualified CONSULTANT based on submitted Statements of Qualifications and Proposals to perform all tasks as described in this document. Once a CONSULTANT is selected a contract will be negotiated based on a mutually agreed upon scope of services. The CITY has allocated \$253,515.00 for the engineering services, \$30,000.00 for right of way and \$1,914,885.00 for construction of this project.

All responses, inquiries, or correspondence relating to, or in reference to, this request, and all reports, charts, displays, schedules, exhibits and other documentation by the respondents received by the City shall be public records subject to disclosure pursuant to Chapter 610, RSMo. The City retains the right to use any or all system ideas presented in any response, whether amended or not. Selection or rejection of the respondent does not affect this right.

2.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

The CONSULTANT shall prepare a Technical Proposal with an estimate of total staff hours required each phase of the project as outlined in Section 6 of this Request for Proposal. The CONSULTANT shall submit one original and (3) copies of the proposal in a sealed envelope clearly marked with the CONSULTANT's name and 23-118 - Barkwood Trails Drive Reconstruction (STP 7305(622)). The proposal must be received by the City of St. Peters Purchasing Department by 2:00 p.m. local time, February 23, 2023. All questions regarding the project and proposal submittal are to be submitted via e-mail to Bids@stpetersmo.net and specify in the subject line 23-118 - Barkwood Trails Drive Reconstruction (STP 7305(622)), or by mail to City of St. Peters, Attention: Purchasing, One St. Peters Centre Boulevard, St. Peters, Missouri 63376 before noon local time, February 16, 2023.

2.1 Technical Proposal

The Technical Proposal shall include a schedule of tasks and projected work plan for the project. It shall also include discussions of any proposed modifications, or revisions to the scope of services. The Technical Proposal shall consist of the following information, presented in the order that follows.

1. Transmittal Letter
2. Introduction
3. General Business Information:
 - a. Identity of CONSULTANT and legal status.
 - b. Name, address, and telephone number of contact person and person legally authorized to enter into a contract on behalf of the CONSULTANT.

- c. Description of insurance coverage and deductibles (refer to Section 9 for listing of minimum requirements).
- 4. Project Understanding - include the following:
 - a. Provide a statement of the CONSULTANT's understanding of the major challenges and opportunities included in the project, as well as the CONSULTANT's basic ideas for addressing these issues.
- 5. Qualifications of CONSULTANT / Professional Registration:
 - a. Experience of CONSULTANT and project team specifically on similar projects; include the names of clients, brief project description and the project team's involvement in the project.
 - b. Describe what expertise the CONSULTANT, the project team, and any sub-consultants will bring to the project.
- 6. Project Approach and Schedule –include the following:
 - a. Include a listing and description of the major phases or tasks to be performed during the project, and identify key staff (or sub-consultants) that will be assigned to these phases or tasks.
 - b. Include an estimate of the hours required to complete the project, categorized by the level of consultant staff performing the work in each phase.
 - c. Include an organizational chart for the project, indicating key personnel and their primary responsibilities.
 - d. Include resumes of the key personnel highlighted on the project organizational chart.
 - e. Provide a proposed schedule for the project, in calendar days, including earliest anticipated start date, estimated time for completion of tasks and project, and suitable review time.
 - f. Indicate the location of the office(s) where various project services are to be performed. The level of staffing dedicated to the local office shall be clearly identified.
- 7. Quality Assurance / Quality and Cost Control:
 - a. Describe the CONSULTANT's quality assurance/quality control policies and procedures and describe how they will relate to the project.
 - b. Provide comparisons of original engineering proposal to actual final engineering costs for similar projects that have been constructed in the last 5 years. The CONSULTANT may provide justification for any discrepancies that may exist with this information.
 - c. Provide comparisons of engineer's cost estimate to actual construction costs for similar projects that have been constructed in the last 5 years. The CONSULTANT may provide justification for any discrepancies that may exist with this information.

3.0 CONSULTANT SELECTION METHOD

The method of final selection of the CONSULTANT for the project will be based upon review of the Technical Proposal conducted by the CITY review committee. The CITY reserves the right to reject any or all proposals for any reason. The selection process used by the CITY will generally consist of the following:

1. Review and evaluation of the Technical Proposals using the following criteria:

Experience & Technical Competence

Each CONSULTANT will be rated based on the qualifications of employees designated to this specific job and their understanding of the project scope, for example, assigning between 30 and 21 points for the most qualified personnel. Those rated between 20 and 11 points are considered good but lack extensive experience in the particular type of service desired. A value of 10 or less points is assigned to firms with well-qualified personnel who have no experience in the proposed area of work.

Capacity & Capability

Each CONSULTANT will be evaluated based on experience on similar and related types of work it has performed. They will also be rated on their project approach, project schedule, and quality assurance. For example, assigning between 30 and 21 points is for many years of established practice in the proposed type of work and related studies. A value of between 20 and 11 points may be assigned for above average experience, while 10 or less points may be given for experience adequate to perform the contract. The points for a firm with little operating experience in the selected field may be reduced further. Ratings will be reduced for a level of personnel inadequate to handle the firm's indicated workload.

Past Record of Performance

Each CONSULTANT will be rated based on the CITY's previous experience with the CONSULTANT and members of the proposed design team, including technical ability, control of costs, quality of work, availability, ability to meet schedules, and responsiveness. This will also include information supplied by references. A maximum of 40 points will be assigned to firms with exceptional performance and reducing the points for less experience.

Consultant Selection Rating

County:
Roadway:
Project:
Date:

| Consultant | Experience & Technical Competence (Max. 30 points) | Capacity & Capability (Max. 30 points) | Past Record of Performance (Max. 40 points) | Total 100 |
|------------|---|--|---|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Raters:

2. From this review, the CITY will rank each Technical Proposal in order to determine the most qualified CONSULTANTS. From this group, the CITY will select the CONSULTANT it considers the best qualified for the project and begin negotiations for an engineering services agreement for the project.
3. If the CITY is unable to negotiate a satisfactory contract with the CONSULTANT selected for the project, negotiations with that firm shall be terminated. The CITY will then undertake negotiations with the second ranked CONSULTANT for the project.
4. If the CITY is unable to negotiate a contract with any of the selected CONSULTANTS, the CITY shall reevaluate the necessary services, including the scope and reasonable fee requirements, and again compile a list of qualified CONSULTANTS.
5. The final engineering service agreement for the project will be on a "lump sum" basis with a guaranteed maximum limit for all services indicated in the proposal for that project.

4.0 BACKGROUND

The CITY has received St. Charles County Road Board and East-West Gateway TIP funds for design, property acquisition, and reconstruction of Barkwood Trails Drive from Jungermann Road to Maple Tree Drive. Consistent with the approved project application, the primary goals of the project are:

1. Remove and replace existing seven inch (7") thick residential pavement with seven inch (7") thick concrete pavement and four inch (4") thick Type 5 aggregate base. This will provide pavement consistent with major collector standards, as this portion of Barkwood Trails Drive connects to a five lane arterial roadway to the west and supports higher traffic volume than a typical residential roadway.
2. Provide traffic calming improvements, while eliminating unwarranted stop signs and all-way stop intersections, and narrow lane markings. Traffic calming applications shall be appropriate for residential applications.
3. Provide on-street parking areas through the use of center and edge line pavement markings.
4. Provide appropriate mid-block pedestrian crossings with pedestrian refuge islands.
5. Remove and replace the existing sidewalk with a minimum six feet (6') wide, concrete sidewalk compliant with current accessible standards.

In 2021 the City submitted an application to East-West Gateway for federal STP funds for funding of the entire project, including construction. In order to receive the requested 80% federal reimbursement, the project must be consistent with the East-West Gateway STP-S application. Additionally, in 2022 the City submitted an application to St. Charles County Road Board for funding 80% of the remaining 20% local match of the project, including construction, not funded by federal funds. In order to receive the requested 80% reimbursement of the remaining local match cost for design, ROW and construction from the County the project must be consistent with the St. Charles County Road Board application.

The City will consider additional improvements proposed by the consultant.

The Consultant's design shall provide said improvements while minimizing impacts to adjacent utilities and properties. All plans and specifications shall be compliant with all applicable sections of the Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG) and EPG Section 136 (Local Public Agency (LPA) Manual). Roadway lighting, roadway and bike/pedestrian improvements, and traffic signals shall be designed in accordance with the City of St. Peters Design Criteria and Standard Specifications for Street Construction and St. Louis County Standard Specifications for Highway Construction. Any items not found in the City of St. Peters Design Criteria and Standard Specifications for Street Construction and St. Louis County Standard Specifications for Highway Construction shall be designed in accordance with the Missouri Standard Specifications for Highway Construction. All storm sewer improvements shall be designed in accordance with the Metropolitan St. Louis Sewer District's Standard Construction Specifications for Sewers and Drainage Facilities.

The Consultant shall perform all tasks necessary to prepare alignment, preliminary, right-of-way and final construction plans and specifications for bidding to be reviewed and approved by the City of St. Peters and St. Charles County. The Consultant shall also prepare and provide all necessary metes and bounds descriptions and exhibits for all required easements and right-of-way necessary to construct the project. The Consultant shall at all stages of the project design, correspond and coordinate with all area utility companies with assets within the project limits and design proposed improvements to minimize existing utility conflicts and relocations. The consultant shall perform all necessary tasks to properly design the project and obtain all necessary permits. Said task shall include, but not be limited to, surveying, geotechnical investigations, hydraulic studies, environmental and historic preservation services/permits including the

preparation of PS&E and final documents. The Consultant shall also provide all required construction phase services necessary for proper construction and documentation of these projects.

There is a DBE goal of 12% for this project.

5.0 CITY OF ST. PETERS RESPONSIBILITIES

The CITY shall provide the following services to assist the CONSULTANT:

1. Provide information as to the requirements of the project.
2. Assist the Engineer by providing existing CITY information, records, and reports pertinent to the project.
3. Furnish the Engineer, as required for performance of the services, data prepared by others, which the Engineer may use at their discretion subject to their verification, provided that such data is specifically required to be provided by the CITY.
4. Provide access to and make provisions for the Engineer to enter upon City and other public and private properties required to perform the services. The ENGINEER shall notify the CITY with sufficient advance notice in writing of any request to enter private property so that the CITY may obtain or confirm the existence of appropriate rights of entry.
5. Provide suitable rooms in CITY facilities to the Engineer to conduct progress meetings and workshops.
6. Review all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within reasonable time so as not to delay the service of the Engineer.
7. Endeavor to give notice to the Engineer whenever the City observes or otherwise becomes aware of a defect in the project or changed circumstances; provided however, that the failure of the CITY to provide such notice to the Engineer shall in no way affect the ENGINEER's obligations under this Agreement, nor shall such failure relieve the ENGINEER from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.
8. Prepare bid documents utilizing CONSULTANT prepared plans, bid proposal, standard conditions, special conditions and any applicable specification provided by the CONSULTANT. This will include preparation and submittal for MODOT PS&E approval as the project will receive federal funds.
9. Perform all property acquisition activities utilizing plans, specifications and exhibits prepared by the CONSULTANT.
10. Review, comment and issue applicable City of St. Peters permits from permit applications prepared by the CONSULTANT.

6.0 CONSULTANT'S RESPONSIBILITIES

The CONSULTANT shall prepare all plans and specifications in compliance with all applicable sections of the Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG) and EPG Section 136 (Local Public Agency (LPA) Manual). The CONSULTANT's responsibilities associated with this project will include, but not be limited to the following:

1. Roadway Reconstruction and Traffic Calming Improvements: The engineering responsibilities may include but are not limited to the preparation of Preliminary plans, Contract plans, Right of Way Plans, preparing and submitting necessary permits, contract documents, assisting with the bidding process for ADA compliant sidewalks and preparation of PS&E and final documents. The engineering responsibilities may include but are not limited to the preparation of Preliminary plans, Contract plans and Right of Way Plans. Design services may include, surveying, preparation of metes and bounds descriptions and exhibits, geotechnical investigations, public involvement, environmental and historic preservation services/permits, contract documents, assisting with the bidding process, utility coordination/permits and traffic controls including the preparation of PS&E and final documents.

6.1 PROJECT STARTUP MEETING

The CONSULTANT shall attend a Project startup meeting with CITY staff to discuss in detail the scope of the project and collect existing data from the CITY.

6.2 REVIEW AND CONFIRM EXISTING DATA

The CONSULTANT shall review available data and provide a memorandum to CITY outlining the sustainability of the existing data to support the project goals, additional data needs and next steps and anticipated results.

6.3 DESIGN CRITERIA

All plans and specifications shall be compliant with all applicable sections of the Missouri Department of Transportation (MODOT) Engineering Policy Guide (EPG) and EPG Section 136 (Local Public Agency (LPA) Manual), unless otherwise stated in this document. The CONSULTANT shall use the following standards in the design of the project:

1. The roadway, traffic signal and bike/pedestrian components shall be designed in accordance with the City of St. Peters Design Criteria and Standard Specifications for Street Construction, City of St. Peters Traffic Signal Specifications, and St. Louis County Standard Specifications for Highway Construction.
2. All storm sewer improvements shall be designed in accordance with the Metropolitan St. Louis Sewer District's Standard Construction Specifications for Sewers and Drainage Facilities.
3. In estimating peak discharges, the methods listed in "Urban Hydrology for Small Watersheds" (technical release No. 55) published by the Soil Conservation Service shall be used.
4. When encroaching or crossing Flood Hazard areas, the "Flood Insurance Study – City of St. Peters, Missouri and St. Charles County, Missouri and its supporting maps shall be consulted. The analysis of the effects that the road improvements will have on the base flood elevations shall be made using the Corps of Engineer's HEC-RAS computer program.

5. The various publications of the U.S. Department of Transportation in their hydraulic Engineering Circular shall be used as appropriate.
6. All traffic control signing and pavement markings shall meet the provisions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation.
7. The design and any City owned utility line relocations shall be in accordance with the City of St. Peters Standards for Water and Sewer Extensions.

6.4 FINAL REPORT

The CONSULTANT shall develop report and meet with CITY. Report shall include recommendations to provide planning level project costs, sketches of all alternatives and recommendations on most cost effective approach.

7.0 TENTATIVE SCHEDULE

The following is a tentative design schedule for this project, any variance from this schedule shall be discussed in the CONSULTANT's Project Approach.

| | |
|--|----------|
| Issue Request for Statement of Qualifications | 02/09/23 |
| Receive Statement of Qualifications | 02/23/23 |
| Award Contract | 03/23/23 |
| Issue Notice to Proceed | 04/10/23 |
| Project Startup Meeting | 04/10/23 |
| Submit Conceptual Plan and Estimate (10% Design) | 06/12/23 |
| Preliminary Plans (30% Design) | 07/17/23 |
| Right-of-Way Plans | 08/14/23 |
| Final Plans and Specifications | 09/29/23 |

8.0 INVOICING

The CONSULTANT shall present an invoice to the CITY's Purchasing Department with each required submittal for services rendered and expenses resulting there from. The invoice shall include the following information:

1. Submittal record.
2. Description of services provided to date.
3. Description of services pending.
4. Amount of basic services fee.
5. Amount of optional services fee.
6. Total Amount.

Additional invoicing and payment information can be found in the Sample Agreement

9.0 INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the CITY as an additional insured with the exception of the Workers' Compensation/Employer's Liability Policy and Professional Errors and Omissions Insurance, with a subrogation waiver on all policies except Professional Liability. Each insurance policy required by this clause shall be endorsed to

state that coverage shall not be suspended, voided, cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the CITY, has been given to the CITY. The cost of such insurance shall be included in the CONSULTANT'S proposal.

9.1 MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain limits no less than:

1. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
2. Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
 - a. Premises and Operations-Bodily Injury and Property Damage Liability
 - b. Independent Contractors Coverage
 - c. Products & Completed Operations liability coverage
 - d. Personal Injury/Advertising Injury Liability
 - e. Broad Form Property Damage
 - f. Contractual Liability
 - g. Explosion, collapse and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

3. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
4. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.
5. Professional Errors and Omissions Insurance: If CONSULTANT is an architect, engineer, surveyor, or consultant, CONSULTANT agrees to obtain Professional Errors and Omissions Insurance. CONSULTANT shall also require all professional subcontractors to obtain and maintain similar insurance with similar limits in connection with subcontracted work. Limit of Liability should be no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.

9.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

9.3 OTHER INSURANCE PROVISIONS

The CONSULTANT shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

1. CONSULTANT'S Contingent or Protective Liability and Property Damage to protect the CONSULTANT from any and all claims arising from the operations of sub-consultant employed by the CONSULTANT.
2. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
3. The CONSULTANT's insurance coverage SHALL BE PRIMARY INSURANCE as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
5. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.4 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

9.5 VERIFICATION OF COVERAGE

CONSULTANT shall furnish the CITY with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

9.6 SUBCONSULTANTS

CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates of each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

**APPENDIX A
DRAFT AGREEMENT
FOR ENGINEERING SERVICES
23-118 BARKWOOD TRAILS DR RECONSTRUCTION (STP 7305(622))**

This Agreement, entered into in the City of St. Peters, County of St. Charles, State of Missouri this _____ day of _____, 2023, is by and between the City of St. Peters, Missouri, a Missouri municipal corporation, hereinafter referred to as CITY, and INSERT NAME., a Missouri corporation, hereinafter referred to as ENGINEER.

WITNESSETH:

WHEREAS, the CITY is seeking professional and technical services to complete Barkwood Trails Drive Reconstruction (STP 7305(622)) (the PROJECT); and

WHEREAS, the ENGINEER has submitted a proposal to provide professional and technical services, and

WHEREAS, the CITY and the ENGINEER have held subsequent meetings after the submittal of the proposal to define the terms and conditions of such professional and technical services, which terms and conditions are specified herein.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions of such professional and technical services, which terms and conditions are specified herein.

ARTICLE 1 - GENERAL

The ENGINEER shall serve as the CITY'S professional and technical representative in providing professional engineering services for Barkwood Trails Drive Reconstruction (STP 7305(622)) and shall also provide consultation and advice to the CITY during the performance of these services.

ARTICLE 2 – DEFINITIONS

The meaning and intent of the following terms in this Agreement shall be as follows:

2.1 **COST**: Includes direct labor expense, plus a percentage of direct labor expense for total indirect costs, plus other direct costs at actual out-of-pocket expense.

2.2 **DIRECT LABOR EXPENSE**: Includes the direct compensation payable to employees for time specifically chargeable to the PROJECT, with the average hourly labor rate being the annual direct compensation divided by 2,080.

2.3 **FIXED FEE**: A dollar amount to compensate the ENGINEER for contingencies, interest on invested capital, professional expertise, readiness to serve, risk management, other non-reimbursable costs, and profit. The amount varies with the complexity and size of a given project and the scope of the engineering services required. The fee shall be calculated as a percentage of the total initial contractual sum of direct labor expenses, other direct costs and total indirect costs chargeable to the PROJECT.

2.4 OTHER DIRECT COSTS: Includes such items as subcontract expenses, computer run time and CADD charges, special equipment rental, special material purchases, reproduction costs, mileage, traveling expenses, and living costs for personnel on assignment away from their home office, and other incidental expenses directly chargeable to the PROJECT, charged at actual cost to the ENGINEER.

2.5 TOTAL INDIRECT COSTS: Includes labor overhead and general and administration overhead costs. Overhead expenses shall also include costs of all required insurance, including professional liability coverage for the project. Labor overhead includes allowances for sick leave, vacation and holiday, plus unemployment, excise and other payroll taxes; and statutory and usual contributions for Social Security; Worker's Compensation Insurance, retirement benefits, and medical and other insurance benefits. General and administrative overhead costs shall include costs of preparing proposals for the PROJECT and also consist of costs not directly identifiable with any specific project and include allowable general corporate overhead such as office rent, accounting and insurances. The provisional rate for total indirect costs indicated in the attached proposal is for use during the performance of this contract. The provisional rate may be revised by mutual consent of the parties if such a rate varies significantly from the actual rate experienced during the period of performance under this Agreement.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the Services described in Attachment A, Scope of Services. ENGINEER shall have no liability for defects in the Services attributable to ENGINEER'S reliance upon or use of data, design criteria, drawings, specifications, or other information that the City is required to furnish under this Agreement; provided that such reliance is reasonable and not a breach of any contractual obligation, warranty or standard of care under this Agreement.

ARTICLE 4 - COMPENSATION

CITY shall pay ENGINEER the amounts stated in Attachment B, Compensation. Prices quoted are firm for the duration of the Project. CITY shall not be liable for any taxes assessed against the ENGINEER's income.

Requests for progress payments for services rendered will be made by the ENGINEER monthly as the work progresses by the ENGINEER submitting a correctly detailed invoice for work performed prior to the request for payment, along with all other required submittals, all in accordance with the terms of this Agreement.

All invoices, payroll records, supporting documentation, and payment certifications shall be submitted to the Purchasing Department, City Hall, One St. Peters Centre Blvd., P O Box 9, St. Peters, Missouri 63376 who will forward to the Project Manager (the CITY staff official in charge of the Project). For purposes of payment, the ENGINEER's invoices and requests for payment shall be deemed to be duly delivered to the CITY ten days after the CITY's Project Manager certifies to the CITY Purchasing Department that the invoice is for a correct amount, was properly submitted in accordance with the contract documents, and that all required and necessary supporting documents required by the contract or requested by the CITY have been submitted by the ENGINEER to support the invoice.

The CITY's Project Manager shall act on the ENGINEER's payment request by either:

- a. Approving the request for payment as submitted

- b. Approving a lesser amount that the Project Manager determines is due the ENGINEER, informing the ENGINEER in writing of his reasons for approving the amended amount.
- c. Rejecting the request for payment, informing the ENGINEER in writing of his reasons for rejecting it.

If there are errors in the invoice, it is not for a proper amount, additional supporting information is required by the CITY, or there are other defects in the invoice, the CITY's Project Manager shall return the invoice to the ENGINEER with a request to correct the errors. The invoice will not be deemed to be duly delivered until the errors are corrected, additional requested information is supplied, and the City staff official in charge of the Project certifies to the CITY Purchasing Department that the invoice is for a correct amount, was properly submitted in accordance with the contract documents, and that all required and necessary supporting documents required by the contract or requested by the CITY have been submitted by the ENGINEER to support the invoice.

Within thirty (30) calendar days from the date that the ENGINEER's invoice or amended invoice is duly delivered to the CITY, the CITY shall either:

- a. Pay the request for payment as certified by the CITY's Project Manager.
- b. Pay such other amount as the CITY determines is actually due the ENGINEER, informing the ENGINEER and the Project Manager in writing of his reasons for paying the amended amount.
- c. Reject the invoice and inform the ENGINEER and the Project Manager in writing of the reasons for rejecting the invoice.

The City may withhold payment in whole or in part on a request for payment or invoice because of, but not limited to, the following reasons, even if such reasons are discovered subsequent to approval of a request for payment by the CITY's Project Manager or the CITY.

- a. Defective work or material not remedied.
- b. Evidence indicating the probable filing of claims by other parties against the ENGINEER or against the CITY because of the ENGINEER's work.
- c. Failure of the ENGINEER to make payments to subcontractors, consultants, material suppliers, or labor.
- d. Damage to the CITY's or another's property or work.
- e. Unsatisfactory job progress;
- f. Disputed work;
- g. Failure to comply with any material provision of the contract;
- h. Reasonable evidence that a subcontractor, consultant, or material supplier cannot be fully compensated under its contract with the ENGINEER for the unpaid balance of the contract sum;
- i. Citation by the enforcing authority for acts of the ENGINEER or its consultants or subcontractors that do not comply with any material provision of the contract or that result in a violation of any federal, state or local law, regulation or ordinance applicable to that Project causing additional costs, delays, or damages to the CITY;
- j. Funds from a State grant are not timely received by the CITY;
- k. Failure to fulfill any condition precedent to payment;

- l. Failure to provide all appropriate, requested, or required documentation and certifications in complete and acceptable form; or
- m. Any other cause or reason permitted by law.

Only properly submitted invoices for valid charges will become due and payable.

The ENGINEER may submit an invoice at substantial completion of the Services requesting that the CITY pay ninety-eight percent of the retainage, less any offsets or deductions authorized in this Agreement or otherwise authorized by law. "Substantial Completion" means that point where all of the Services have been performed and accepted by the CITY except for the delivery of the completed final product. If the CITY determines the work is not substantially completed and accepted, then the CITY shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days of the date that the substantial completion invoice is duly delivered to the CITY. If there are any remaining minor items to be completed at substantial completion, an amount equal to one hundred fifty percent (150%) of the value of each item as determined by the CITY shall be withheld until such items are fully and finally completed.

The ENGINEER may submit a final invoice upon the satisfactory completion of all the Services required by this Agreement. The CITY shall make final payment of all moneys owed to the ENGINEER, including any retainage withheld under this Agreement, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. The final payment due date shall be the date of the earliest of the following events:

- a. Completion of the Project and filing with the CITY of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
- b. The Project is certified by the CITY as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

As part of the documentation and certifications required for final payment, the ENGINEER must also provide to the CITY the following:

- a. Written certification and verification by the ENGINEER and any consultants and subcontractors that the ENGINEER has made all payments to any subconsultants or subcontractors used to complete the Project and there are no outstanding claims by or against them;
- b. Certification from the CITY's Project Manager that the Project is fully and finally complete with no other work remaining to be performed, and no claims arising from or related to the ENGINEER's Services are outstanding;
- c. Certification from the CITY's Project Manager that the final invoice is for the proper amount; and
- d. All funds from state or federal sources for the Project have been received by the CITY.

No additional services or overtime services shall be payable by the CITY unless the CITY has approved them in writing as an Amendment as additional services for an additional fee before those services are provided. Any adjustments to the rates and amounts of ENGINEER's compensation shall be negotiated in good faith. CITY agrees to pay for such

additional services or extra work only if the consultant specifies it as extra work to be performed for an extra fee in advance of the work being formed. No request for payment for extra work shall be valid unless it has been accepted in compliance with RSMo. §432.070. The CITY shall not be obligated to pay any sums beyond the stated not-to-exceed price unless the CITY agrees to do so after the execution of this Agreement in compliance with RSMo. §432.070.

ARTICLE 5 - CITY'S RESPONSIBILITIES

CITY shall be responsible for all matters described in Attachment C, City's Responsibilities. CITY shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in its Services without compensation, unless such corrective action is directly attributable to deficiencies in CITY-furnished information.

ARTICLE 6 – INSURANCE REQUIREMENTS

ENGINEER shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the CITY as an additional insured with the exception of the Workers' Compensation/Employer's Liability Policy and Professional Errors and Omissions Insurance, with a subrogation waiver on all policies except Professional Liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the CITY, has been given to the CITY. The cost of such insurance shall be included in the ENGINEER'S proposal.

6.1 MINIMUM LIMITS OF INSURANCE

ENGINEER shall maintain limits no less than:

1. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
2. Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
 - a. Premises and Operations-Bodily Injury and Property Damage Liability
 - b. Independent Contractors Coverage
 - c. Products & Completed Operations liability coverage
 - d. Personal Injury/Advertising Injury Liability
 - e. Broad Form Property Damage
 - f. Contractual Liability
 - g. Explosion, collapse and underground damage, if applicableThe above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
3. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned and hired vehicles. Minimum

limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.

4. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.
5. Professional Errors and Omissions Insurance: If ENGINEER is an architect, engineer, surveyor, or consultant, ENGINEER agrees to obtain Professional Errors and Omissions Insurance. ENGINEER shall also require all professional subcontractors to obtain and maintain similar insurance with similar limits in connection with subcontracted work. Limit of Liability should be no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.

6.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

6.3 OTHER INSURANCE PROVISIONS

The ENGINEER shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

1. ENGINEER'S Contingent or Protective Liability and Property Damage to protect the ENGINEER from any and all claims arising from the operations of subconsultant employed by the ENGINEER.
2. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
3. The ENGINEER's insurance coverage SHALL BE PRIMARY INSURANCE as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the ENGINEER's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
5. The ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.4 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

6.5 VERIFICATION OF COVERAGE

ENGINEER shall furnish the CITY with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.6 SUBCONSULTANTS

ENGINEER shall include all subconsultants as insureds under its policies or shall furnish separate certificates of each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the CITY. The subletting of the work shall in no way relieve ENGINEER of his primary responsibility for the quality and performance of the work.

It is the intention of ENGINEER to engage subcontractors for the purposes of:

| Sub-Consultant Name | Address | Services |
|---------------------|---------|----------|
|---------------------|---------|----------|

ARTICLE 7 – COVENANT AGAINST CONTINGENT FEES

ENGINEER warrants that they have not employed or retained any company or person, other than a bona fide employee working for their company, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a 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 CITY 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. For breach or violation of this warranty, the CITY shall have the right to rescind this contract without liability.

ARTICLE 8 – INTELLECTUAL PROPERTY -- OWNERSHIP OF DOCUMENTS -- REUSE OF DOCUMENTS

All original documents, studies, drawings, maps and plans prepared by the ENGINEER for the project, and all right, title and interest, including all rights under federal and state copyright and intellectual property laws in the drawings, specifications, reports, plans, analyses, and other documents prepared by the ENGINEER for this Project (collectively, "Instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by ENGINEER and its consultants to CITY and shall be deemed to be the property of the CITY. CITY shall retain legal title to such Instruments of Service, whether or not the Project for which they may be made is completed. No further compensation shall be due to ENGINEER for CITY's use of the Instruments of Service, whether during performance of this Agreement or after is termination or completion. All Instruments of Service, including services in electronic form, shall be furnished to CITY in a format requested by CITY, including electronic format.

Any reuse without prior written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to Engineer.

Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

If ENGINEER will be preparing, drafting, displaying, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then ENGINEER must: Obtain all necessary licenses, authorizations, and approvals related to its use; include the CITY in any approval, authorization, or license related to its use; and indemnify and hold harmless the CITY related to ENGINEER's alleged infringing or otherwise improper or unauthorized use. Accordingly, the ENGINEER must protect, indemnify, and hold harmless the CITY from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the CITY, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the ENGINEER of any of its activities or obligations under this Agreement.

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

ARTICLE 9 – INDEMNIFICATION

ENGINEER shall indemnify, defend, and save and hold harmless the CITY, its officers, agents and employees from any and all liability, claims, suits, demands, actions, damages and expenses (including reasonable attorney fees) of whatsoever kind and by whomsoever brought against the CITY, its officers, agents and employees, arising from, relating to, or in connection with any breach of this Agreement, any willful or negligent act, or error or omission of ENGINEER or ENGINEER's employees, consultants, subcontractors, or agents in the performance of this Agreement. This requirement shall be included in all of the ENGINEER's subcontract and consultant agreements. Notwithstanding any other provisions of this Agreement, the CITY reserves the right to seek recovery from the ENGINEER for any claims, suits, actions, damages, and/or cost resulting from damages to life and property of any kind arising out of or resulting from services rendered by the ENGINEER under this Agreement.

ARTICLE 10 – TERMINATION AND SUSPENSION

- A. The CITY may, without being in breach hereof, suspend or terminate ENGINEER'S services under this Agreement, or any part of them, for cause or for the convenience of the CITY. ENGINEER shall not accelerate performance of services during the fifteen (15) day period without the express written request of

the CITY.

- B. ENGINEER shall remain liable to the CITY 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.
- C. 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 ENGINEER is deprived of the opportunity to complete ENGINEER'S services.

Termination For Default

The CITY may terminate the Agreement in whole or in part, and from time to time, whenever the CITY, determines that the ENGINEER is:

- a. defaulting in performance or is not complying with any provision of this Agreement;
- b. failing to make satisfactory progress in the prosecution of the Agreement;
or
- c. endangering the performance of this Agreement.

The CITY will provide the ENGINEER with a ten calendar day written notice to cure the default. The termination for default is effective on the date specified in the CITY's written notice. However, if the CITY determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the CITY may terminate the Agreement immediately upon issuing oral or written notice to the ENGINEER without any prior notice or opportunity to cure. Upon termination, the ENGINEER is not entitled to any further compensation. In addition to any other remedies provided by law or the Agreement, the ENGINEER must compensate the CITY for any damages suffered, and also any additional costs that are incurred by the CITY to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

Termination For Convenience

This Agreement may be terminated by the CITY, in whole or in part, upon written notice to the ENGINEER, when the CITY determines this to be in its best interest. The termination for convenience is effective on the date specified in the CITY's written notice. In the event of such termination, the CITY shall pay the ENGINEER its compensation and expenses to and through the actual date of termination. The payment will make no other allowances for damages or anticipated fees or profits.

Suspension of Services.

CITY may suspend performance of this Agreement for CITY's convenience upon written notice to Engineer. ENGINEER shall suspend performance of the Services on a schedule acceptable to CITY. ENGINEER shall only be entitled to compensation for Services performed through the date of suspension. If Services are resumed, ENGINEER shall receive compensation only for Services provided after the date that Services are resumed.

ARTICLE 11 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

IF TO ENGINEER:

IF TO CITY: Amanda L. Rich, P.E., PTOE
City of St. Peters
One St. Peters Centre Blvd.
St. Peters, MO 63376
Ph: (636) 477-6600, ext. x1423
Fax: (636) 992-2016
E-mail: arich@stpetersmo.net

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

CITY and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 13 – ASSIGNMENT

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

ARTICLE 14 – CHANGES

The CITY may increase or decrease the scope of services of this Agreement. No changes will be made in the scope of services, the time of performance, the fees to be paid or other provisions, which may increase or decrease the total cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this Agreement. 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.

Neither the CITY nor the ENGINEER may authorize any substantive change in this Agreement by oral or other directions in lieu of a written contract Amendment.

The total maximum amount to be paid by the CITY shall not exceed the cost ceilings stated in Attachment B without a written Amendment to this Agreement.

If during the progress of the work, the ENGINEER anticipates that he may exceed the cost ceilings set forth in Attachment B, he shall notify the CITY in writing, setting forth the status of the project and the reasons for the possible overrun. If, in the opinion of the CITY, the potential overrun is justified, the parties will negotiate and execute a written Amendment to this Agreement modifying the scope of services and/or the cost ceiling provisions of Attachment B. If, in the opinion of the CITY, the potential cost overrun is not justified, the ENGINEER must complete the work without exceeding the contract-ceiling price stated in Attachment B.

ARTICLE 15 – THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

ARTICLE 16 – PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CITY, except for pre-existing contamination that is moved, disturbed, or added to by the ENGINEER. "Pre-existing contamination" is any federally reportable quantity of hazardous or toxic substance, material, or condition present at the Project site(s) concerned, which was not brought onto such site(s) by the ENGINEER.

ARTICLE 17 – DELAYS IN PERFORMANCE

Neither CITY nor ENGINEER shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 18 – PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE.

By execution of this Agreement, the ENGINEER represents and agrees that (a) it is an experienced and registered ENGINEERING firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with scope and complexity of the Project; (b) it has the capabilities and resources necessary to perform its obligations under this Agreement; (c) the person(s) directly in charge of the professional engineering work are duly licensed and registered under the laws of Missouri; and (d) it is familiar with all current laws, rules, and regulations that are applicable to the design and construction of the Project, and that all drawings, plans, specifications and other documents prepared by the ENGINEER must be prepared in accordance with, and must accurately reflect and incorporate, appropriate laws, rules and regulations. Notwithstanding anything to the contrary contained in this Agreement, CITY and ENGINEER agree and acknowledge that CITY is entering into this Agreement in reliance on ENGINEER's stated experience and abilities with respect to performing the Services for this Project. The ENGINEER accepts the relationship of trust and confidence established between it and the CITY by this Agreement. ENGINEER covenants with CITY

to use its best efforts, skill, judgment and abilities to perform the services under this Agreement. ENGINEER represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services under this Agreement. The ENGINEER represents and agrees that the reports, analyses, plans, drawings, specifications and other documents prepared by it pursuant to this Agreement must be complete and functional for the purposes intended, except as to any deficiencies that are due to causes beyond the control of the ENGINEER. The ENGINEER agrees to act in a reasonable, responsive and timely manner in the performance of all services under this Agreement. The ENGINEER is responsible for the completeness and accuracy of all documents, submitted by or through the ENGINEER and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes. The ENGINEER's liability for errors and omissions under this Agreement will be interpreted consistent with the standard of care applicable to professional ENGINEERS. The ENGINEER shall be responsible for providing services, at no additional cost to the CITY, that are made necessary by major defects or deficiencies in the contractor's work which the ENGINEER should have discovered through the exercise of reasonable care.

ENGINEER shall be responsible for working with the CITY in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, CITY 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 19 – WORK AUTHORIZATION

Pursuant to RSMo. § 285.530, the ENGINEER must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested in this contract by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the bidder/engineer's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE 20 – REMEDIES NOT WAIVED.

No delay, omission or forbearance to exercise any right, power, or remedy accruing to the CITY shall impair any such right, power or remedy, or shall be construed to be a waiver of any breach or default under this Agreement. Every such right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

ARTICLE 21 – SAFETY

The ENGINEER shall be solely responsible for the safety of its employees, agents, consultants, and subcontractors on the Project. The ENGINEER shall adopt all necessary safety plans and make all required postings before commencing its Services. The ENGINEER shall retain all required records.

ARTICLE 22 - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by 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 23 - DECISIONS UNDER THIS CONTRACT

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

ARTICLE 24 - COMPLIANCE WITH LAWS

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 25 - NONDISCRIMINATION

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. 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, 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 ENGINEER for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by ENGINEER'S obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE 26 – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, 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 27 - 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 12% of the total Agreement dollar value.
- B. DBE Participation Obtained by ENGINEER: ENGINEER has obtained DBE participation, and agrees to use DBE firms to complete, 12% of the total services to be performed under this Agreement, by dollar value. The DBE firms which ENGINEER shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| | |
|--|--|
| DBE Firm Name | |
| Street & Complete Mailing Address | |
| Type of DBE Service | |
| Total Value of DBE Subcontract | |
| Contract Amount to Apply to Total DBE Goal | |
| Percentage of subcontract Dollar Value Applicable to Total Goal | |

ARTICLE 28 - PERIOD OF SERVICE

ENGINEER will commence work within two weeks after receiving notice to proceed from the CITY. The general phases of work will be completed in accordance with the following schedule:

- A. Barkwood Trails Dr Reconstruction Project will be submitted in draft form by June 12, 2023. Work on this plan will be completed by September 29, 2023, so final invoice can be submitted by October 29, 2023.

The CITY will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of ENGINEER. Requests for extensions of time shall be made in writing by 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 29 - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment. 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.

IN WITNESS WHEREOF, CITY and ENGINEER have executed this Agreement effective as of the date first written above.

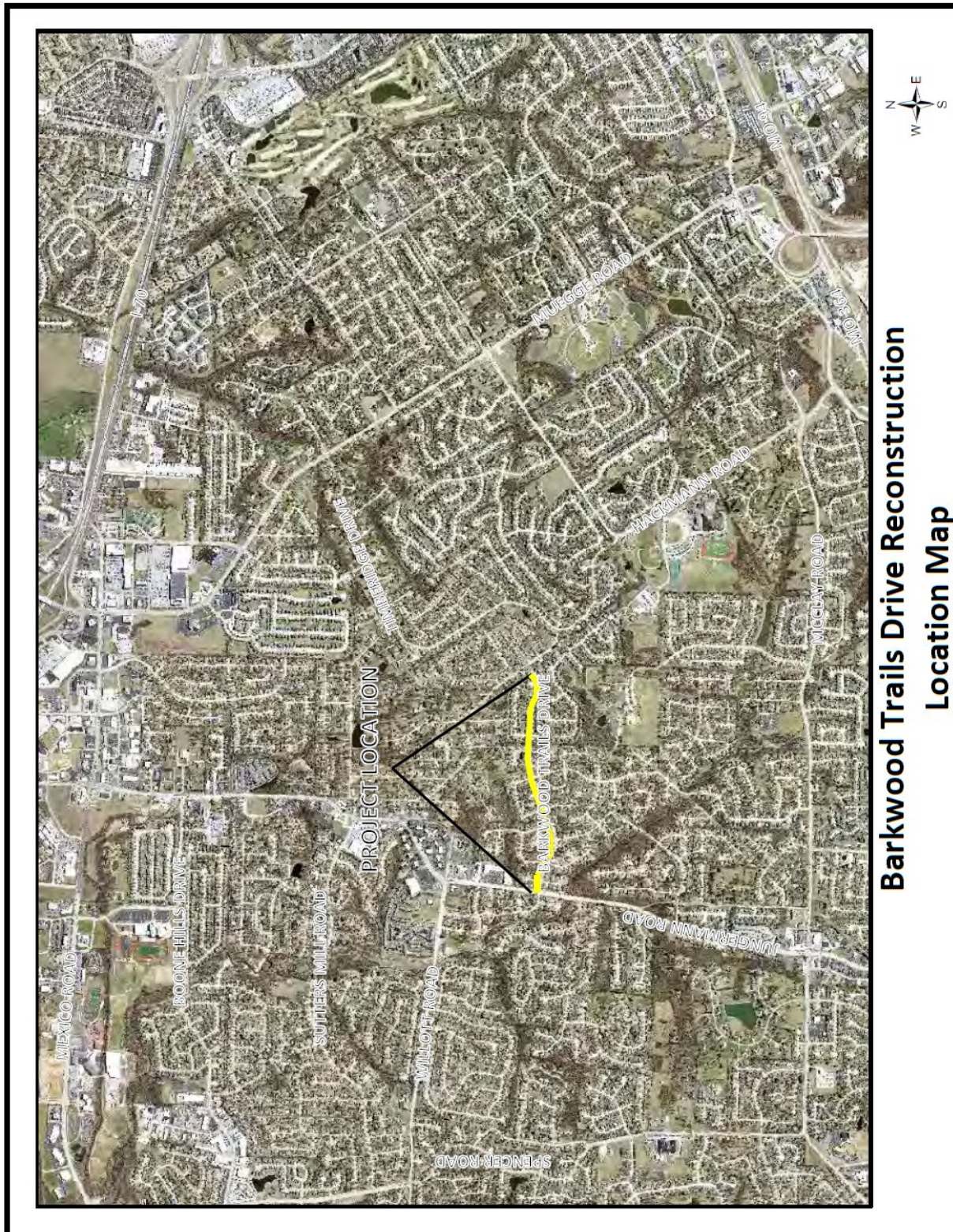
| | | | |
|--------------------|--------------------|-------------|--|
| City of St. Peters | | | |
| City | | Engineer | |
| Signature: | | Signature: | |
| Print Name: | Russell W. Batzel | Print Name: | |
| Title: | City Administrator | Title: | |
| Date: | | Date: | |

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.

| | |
|-------------|---------------------|
| Signature: | |
| Print Name: | Beth French |
| Title: | Director of Finance |
| Date: | |

APPENDIX B

Project Location Map



**Barkwood Trails Drive Reconstruction
Location Map**

APPENDIX C

St. Charles County Road Board Application

Barkwood Trails Dr Reconstruction

The remainder of this page is intentionally left blank



Road Board Application

PROJECT INFORMATION

| | | | |
|---|--------------------------------------|-------------------------------|------------|
| Permit #: | RB22-000015 | Project Type: | Condition |
| Name: | Barkwood Trails Drive Reconstruction | | |
| Limits: | Jungermann Road to Maple Tree Drive | | |
| Lane Miles: | 1.52 | | |
| Federal Functional Classification: | | | |
| Anticipated useful life of the proposed improvements (years): | 25 | Estimated date of completion: | 12/31/2025 |

Condition Information

| | | | | |
|---------------------------|----------|-------|--------|-------|
| Traffic Volume ADT: | Existing | 5,150 | Future | 5,250 |
| Pavement Condition Index: | 70.57 | | | |

Must score within the bottom 20% of arterial roadways County wide under the pavement condition index.

PROJECT DESCRIPTION

The Barkwood Trails Dr Reconstruction project will remove and replace the portion of Barkwood Trails Drive from Jungermann Road to Maple Tree Drive, which was constructed as part of several residential subdivision developments in the 1970s and 1980s and is not well suited for the type of traffic use it now supports. The proposed project will provide pavement designed to handle larger traffic volumes and incorporate intersection and roadway design concepts to control speed and improve safety while limiting stops and traffic congestion.

The portion of Barkwood Trails Dr east of Jungermann Rd consists of 36 feet wide, 7-inch-thick concrete pavement with rolled curb and gutter, storm sewers and sidewalks. This portion of Barkwood Trails Drive is lined with residential homes with direct driveway access and on-street parking. The overall pavement condition is a 4.375 on the PASER rating scale with one segment rated 3. The pavement has multiple patches, making the ride rough, even for a 25 MPH speed limit. Four all-way stop controlled intersections are in place, along with a midblock crosswalk.

Barkwood Trails Drive is now a federally classified major collector that extends from Jungermann Road to Timberidge Drive. Timberidge Drive then extends north to Muegge Road and south to Hackmann Road. Barkwood Trails Drive was constructed as a local subdivision roadway but is serving as a major collector with much heavier traffic volumes than originally constructed to carry.

Given the close proximity of adjacent residential homes and driveways, it's not practical to reconstruct Barkwood Trails Drive to collector roadway standards. However, a reconstruction project that provides pavement capable of supporting higher traffic volumes, intersection improvements that eliminate all-way stop intersections, and general roadway improvements that control speed, account for bike and pedestrian traffic and on-street parking would be beneficial to the adjacent subdivisions and commuter traffic.

The proposed project will incorporate these elements, by removing and replacing the concrete pavement, removing or minimizing the number of all-way stop intersections, improving the Driftwood Lane, Kelly Leaf Drive/Millwood Drive and Wyatt Drive intersections to eliminate unwarranted stop signs and installing pedestrian refuge islands at the Lemonwood Drive, western Barkwood Trails Drive court, Spruce Street, and eastern Barkwood Trails Drive court intersections. Center and edge line pavement markings will be installed to narrow the travel lanes and define on-street parking areas.

The project will also remove the existing 4 feet wide sidewalk and replace it with 6 feet wide sidewalk and install related ADA compliant accessible improvements.

CONTACT INFORMATION

| | |
|----------------------|--------------------------|
| Sponsoring Agency: | City of St. Peters |
| Contact Person Name: | Amanda Rich |
| Title: | |
| Telephone Number: | (636) 477-6600 ext. 1423 |
| E-mail Address: | arich@stpetersmo.net |

SIGNATURE

| | |
|---|---|
|  |  |
| signature | date |

APPENDIX D

East-West Gateway STP-S Application

Barkwood Trails Dr Reconstruction

The remainder of this page is intentionally left blank

Project Application Form



Surface Transportation Block Grant Program

2021 Call for Projects

For the St. Louis Region

Road Project Type

Sponsoring Agency: City of St. Peters

Project Title: Barkwood Trails Drive Reconstruction

Federal Amount Requested: \$1,758,718

Applications Due: February 11, 2021 by 4:00 pm



EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

November 6, 2020

SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STP-S)
ROAD – PROJECT APPLICATION FORM

Please refer to the STP-S Project Development Workbook and the STP-S Scoring Criteria Guide for more information on the program requirements, available funding, and scoring criteria. The STP-S Project Development Workbook, STP-S Scoring Criteria Guide, and supplemental materials are available on the East-West Gateway Council of Governments (EWG) [STP-S Call for Projects](#) web page.

PLEASE NOTE:

This project application form is for the road project type. There are separate project application forms for the other project types, including: bridge, traffic flow, safety, active transportation, transit, and freight/economic development. If your agency is interested in applying for those project types, please obtain the application form from the EWG STP-S Call for Projects web page, or contact EWG staff for more information.

The call for projects begins on **November 6, 2020** and ends on **February 11, 2021** at 4:00 pm. Applications received after the deadline will not be accepted. Submit the completed application and necessary attachments electronically to EWG at stps@ewgateway.org. Save the electronic copy as a PDF file using the following format: 2021STPS_[Sponsor]_[Project Name].pdf. The electronic submission must include scanned signatures and attachments. Please submit one application per email. You will receive an email confirmation within one business day of submittal. If you do not receive confirmation or have questions about the application, contact EWG staff. Note that hard copies cannot be accepted as East-West Gateway's offices are currently closed. The information provided in this application is public record.

Project sponsors wanting feedback on applications may submit a preliminary copy by **January 7, 2021** to EWG at stps@ewgateway.org. EWG staff will review the applications submitted and will return comments by email by **January 21, 2021**. If a preliminary application is submitted for feedback, a final application must still be submitted by **February 11, 2021**.

CONTACT INFORMATION

Jason Lange, TIP Coordinator
East-West Gateway Council of Governments
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451
E-mail: stps@ewgateway.org

STP-S Call for Projects web page: <http://www.ewgateway.org/transportation-planning/transportation-improvement-program/competitive-transportation-programs/call-for-projects-stp-s/>

PROJECT CHECKLIST AND SUBMITTAL REQUIREMENTS

The evaluation and scoring of all projects will be based on the answers provided in the application and the attachments submitted.

The materials should be submitted in the following order.

Project Application:

- ☒ **Project application fee** – ½ of one percent of federal funds requested. Make checks payable to "East-West Gateway Council of Governments" or "EWGCOG" or contact staci.alvarez@ewgateway.org to set up electronic funds transfer.
- ☒ **Completed STP-S application**
- ☒ **Scanned required signatures** – Notification of Title VI & Nondiscrimination Requirements, Financial Certification of Matching Funds, Person of Responsible Charge Certification, Right-of-Way Acquisition Certification Statement, Policy on Reasonable Progress Certification (Missouri only).

Attachment A:

- ☒ **Project location map** – depict the location of the project on a base map such as a town road map, GIS map, aerial photo, or another base map suitable to clearly show the project's overall location. Provide on an 8 ½ x 11 page. Project location is used by EWG to determine:
 - geographic scale project categorization (i.e., 'within community' or 'outside community')
 - score for Environmental Justice
 - score for employment density
 - score for intermodal connections
- ☒ **Detailed cost estimate** – use Estimate of Project Costs excel file provided by EWG.
- ☐ **Letter of permission from facility owner** – provide if sponsor does not own roadway.
- ☐ **Letter of support from match source** – provide if individual, business, other local public agency, or other third-party is providing matching funds.
- ☐ **Coordination letter(s)** – provide if sponsor requires coordination with other agencies to implement the project (e.g., Bi-State Development, Madison County Transit District, St. Clair County Transit District).

Attachment B:

- ☒ **Photographs** – attach photo(s) of the current roadway.
- ☒ **Detailed map** – if applicable, provide a map showing:
 - locations of all proposed safety countermeasures along project limits (i.e., if chevrons are being added to a curve, mark the curve where the chevrons will be added)
 - transit routes along project limits
 - activity centers along project limits (e.g., a business district, retail center, medical facility, community center, park)
 - schools (grades K-12 and college/university) located within ½ mile of project limits
 - freight facilities along project limits (e.g., intermodal freight facility, major freight generator, logistic center, manufacturing or warehouse industrial land, port facility)
- ☒ **Typical section** – show details of before and after roadway improvements.
- ☒ **Road condition** – use Road Condition Evaluation Form provided by EWG.

Attachment C:

- ☐ **Crash reports** – attach full crash reports for all fatal and serious injury crashes and up to 10 minor injury and/or property damage only crashes that coincide with the safety countermeasure within the project limits from 2014-2018. Redact any personal information (e.g. names, addresses, etc.). Crash reports are not required if the project has no safety countermeasures.

Attachment D: (optional)

- ☒ **Documentation of an approved or adopted plan, ordinance, and/or policy that supports the project** – do not attach entire plan documents, only include the necessary pages.
- ☐ **Letters of support** – endorsements or petitions from associations, boards, school districts, residents, businesses, etc. Only attach letters of support that pertain to specific project.
- ☒ **Documentation of public involvement process** – public meeting minutes, newspaper clippings, press announcements, etc.

Attachment E:

- ☒ **Operations and maintenance** – use Operations and Maintenance Form provided by EWG. Only submit one per sponsor.
- ☐ **ITS architecture consistency** – submit ITS Architecture Project Consistency Statement Form provided by EWG if project includes ITS elements or modifies existing ITS.

SUBMITTAL TYPE (CHECK ONE):

- ☐ Preliminary application (for comments) – Due **January 7, 2021**
- ☒ Final application – Due **February 11, 2021**

| SPONSOR INFORMATION | | | | | |
|---|------------|--|----|--------------------------------------|-----------------------------|
| Sponsoring agency: | | City of St. Peters | | | |
| Secondary sponsor agency (if applicable): | | | | | |
| Chief Elected Official/Chief Executive Director: | | | | | |
| Name: | | Len Pagano | | Title: Mayor | |
| Street address: | | P.O. Box 9, One St. Peters Centre Boulevard | | | |
| City: | St. Peters | State: | MO | County: | St. Charles ZIP code: 63376 |
| Project contact: | | | | | |
| Name: | | Amanda L. Rich, P.E., PTOE | | Title: Director of Transportation | |
| Agency: | | City of St. Peters | | | |
| Street address: | | P.O. Box 9, One St. Peters Centre Boulevard | | | |
| City: | St. Peters | State: | MO | County: | St. Charles ZIP code: 63376 |
| Phone Number: | | 636-477-6600 ext. 1423 | | E-mail address: arich@stpetersmo.net | |
| Application contact: | | | | | |
| Name: | | Amanda L. Rich, P.E., PTOE | | Phone Number: 636-477-6600 ext. 1423 | |
| E-mail address: | | arich@stpetersmo.net | | | |
| PROJECT INFORMATION | | | | | |
| Project title: | | Barkwood Trails Drive Reconstruction | | | |
| Project status: | | Is this application request for a piece of a larger project (phase) or the entire length of project? | | | |
| <input checked="" type="checkbox"/> New project | | <input type="checkbox"/> Phase | | | |
| <input type="checkbox"/> Continuation of STP-S/CMAQ/TAP project | | <input checked="" type="checkbox"/> Full project | | | |
| <input type="checkbox"/> Add to existing non-federally funded project | | | | | |
| If project is a continuation of another project that was previously programmed in the TIP, provide TIP ID # of existing project and also explain this relationship: | | | | | |
| If this project is a phase of a full project, how many phases are left to complete the project? Briefly explain each phase (i.e., project limits and general improvements): | | | | | |
| Has your agency received federal funds for this specific road segment within the last 10 years? | | | | | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| If yes, when? | | | | | |
| Year of original roadway construction or most recent reconstruction: | | | | 1977 | |
| Year of last roadway resurfacing: | | | | 1977 | |
| Does this project touch MoDOT or IDOT right-of-way? | | | | | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| If yes, a letter of support for this project is required from the state DOT. | | | | | |
| Does the sponsoring agency own and maintain this facility? | | | | | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| If no, a letter of support for this project is required from the facility owner. | | | | | |
| If no, who owns the facility? | | | | | |

| ROADWAY INFORMATION | | | | |
|---|--|------------|--|------------|
| Name of street or facility to be improved: | Barkwood Trails Drive | | | |
| Project length (miles): | 0.76 | | | |
| Project limits – north/west reference point, cross street, or intersection: | Jungermann Road | | | |
| Project limits – south/east reference point, cross street, or intersection: | Maple Tree Drive | | | |
| Federal functional classification of road (per EWG) ¹ : | Major Collector | | | |
| Average roadway pavement condition (PASER): | 4.375 | | | |
| | CURRENT: | | PROPOSED: | |
| Traffic volumes (AADT): | 5,150 | Year: 2021 | 5,250 | Year: 2025 |
| Identify source of AADT ² : | Local Agency | | Local Agency | |
| Speed limit of street (mph): | 25 mph | | 25 mph | |
| Number of through lanes (both directions): | 2 | | 2 | |
| Number of turn lanes: | 0 | | 0 | |
| Two-way left turn lanes ³ ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Typical lane width (feet): | 11 ft | | 11 ft | |
| Outside lane width (feet): | 11 ft | | 11 ft | |
| Shoulder width (feet): | 7 ft | | 7 ft | |
| On-street parking allowed? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Curb and gutter? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Sidewalks? | <input checked="" type="checkbox"/> One side <input type="checkbox"/> Both sides <input type="checkbox"/> None | | <input checked="" type="checkbox"/> One side <input type="checkbox"/> Both sides <input type="checkbox"/> None | |
| Sidewalk width (feet): | 4 ft | | 6 ft | |
| Existing sidewalk surface condition ⁴ : | <input type="checkbox"/> Poor <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent <input type="checkbox"/> None | | n/a | |
| Estimated sidewalk to be built (square yards): | n/a | | 2,111 SY | |
| Sidewalk/roadway separation width (feet): | 6 ft | | 4 ft | |
| On-road bicycle facility ⁵ ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| On-road bicycle facility width: | N/A | | N/A | |
| Shared-use path/sidepath? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Shared-use path/sidepath width (feet): | N/A | | N/A | |
| Estimated shared-use path to be built (square yards): | n/a | | N/A | |
| Number of new and/or reconstructed curb ramps: | n/a | | 26 Ramps | |

¹ EWG Functional Classification maps: <http://www.ewgateway.org/transportation-planning/roadway-functional-classification/>.

² If source is state DOT, use data from most recent available year. If source is a count conducted by the local agency, must be within five years.

³ If two-way turn lane is proposed as part of road preservation, it must be paid for with local funds.

⁴ **Poor:** the sidewalk has deep cracking and buckling, poor drainage, or tree root damage). Impassable to mobility impaired pedestrians. **Fair:** the sidewalk contains cracks or an uneven and distressed surface. Hinders mobility of the average pedestrian. **Good:** the sidewalk is free from significant cracking, buckling, or gravel surfaces. Unlikely to hinder mobility of the average pedestrian. **Excellent:** the sidewalk is in like new condition and contains no cracking or buckling. Does not hinder mobility of the average pedestrian. **None:** no sidewalk is present.

⁵ On-road bicycle facility includes: bike lanes (separated, buffered, and standard). Shared-lane markings (sharrows) and share the road/bikes may use full lane signage are not bicycle facilities. View the EWG Bicycle Planning Guide for a description on bicycle facilities:

https://www.ewgateway.org/wp-content/uploads/2018/07/BicyclePlanningGuide_June2018.pdf.

LAND ACQUISITION INFORMATION

Status of right-of-way acquisition (all properties, permanent and/or temporary easements, Temporary Slope Construction License (TSCL), and other rights-of-way):

- ☐ All acquired or none needed
☐ In process
☒ Not started

If applicable, list the number of parcels to be acquired (all properties, permanent and/or temporary easements, TSCL, and other rights-of-way):

The City will acquire the Right of Way and/or Temporary Construction Easements from 52 parcels.

If any residential or commercial displacements are anticipated, give details on how many and if they are residential and/or commercial:

None

Right-of-way acquisition by: City of St. Peters

Right-of-way condemnation by: City of St. Peters

Will the project traverse any public property, such as a public park that has used federal funds (e.g., Land and Water Conservation Funds) in the past?

☐ Yes ☒ No ☐ Unknown

UTILITY COORDINATION

Note: project sponsor must coordinate with utilities prior to construction.

Will the project involve any coordination with utilities?

☒ Yes ☐ No

If yes, check the appropriate box to select the type of utility. Then give the names of the utility companies.

| | |
|--|--------------------|
| <input checked="" type="checkbox"/> Electric | Ameren UE |
| <input checked="" type="checkbox"/> Phone | AT&T |
| <input checked="" type="checkbox"/> Gas | Spire |
| <input checked="" type="checkbox"/> Water | City of St. Peters |
| <input checked="" type="checkbox"/> Cable TV | Spectrum |
| <input checked="" type="checkbox"/> Storm sewer | City of St. Peters |
| <input checked="" type="checkbox"/> Sanitary sewer | City of St. Peters |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

Give details concerning potential utility conflicts, problems, or issues:

The City will need to relocate or adjust to grade numerous ground mounted pedestals and access manholes.

Utility coordination completed by: City of St. Peters

Designed by: Consultant

Inspected by: City of St. Peters

| RAILROAD COORDINATION | |
|---|--|
| Does the project traverse any property owned by a railroad? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Is there a railroad within 500' of project limits? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Name of railroad: | |
| Number of crossings impacted: | |
| Are the crossings active? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Width of crossing: | |
| What is the crossing type? | |
| <input type="checkbox"/> Timber | |
| <input type="checkbox"/> Rubberized | |
| <input type="checkbox"/> Asphalt | |
| <input type="checkbox"/> Concrete | |
| <input type="checkbox"/> Other | |
| Describe other: | |
| | |
| PROJECT MAINTENANCE | |
| List any regular maintenance tasks anticipated over the next 25 years: | |
| Upon completion of the project, the roadway and sidewalk will be inspected annually, consistent with St. Peters' Pavement Management Program. Joint and crack sealing is anticipated to be required every 10-12 years after completion. Some spot pavement and sidewalk replacement may be required beginning 10-12 years after completion. Pavement marking will be remarked annually. | |
| Estimated annual cost to maintain facility and funding source(s): | |
| \$1,000 per year for periodic joint and crack sealing, pavement marking and spot pavement and sidewalk repairs. Funds for this work will come from the City of St. Peters' maintenance budget. | |
| AMERICANS WITH DISABILITIES ACT | |
| Under the 1990 Americans with Disabilities Act (ADA), Title II requires public entities with more than 50 employees to complete a self-evaluation and create an effective ADA transition plan ⁶ . | |
| Does your local public agency have more than 50 employees? | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, does your agency have an adopted ADA transition plan? | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If your agency has an ADA transition plan, when was it adopted? | February 2019 |
| If ADA transition plan is not adopted, when is it expected to be adopted? | |
| | |

⁶ FHWA Questions and Answers about ADA/Section 504: https://www.fhwa.dot.gov/civilrights/programs/ada/ada_sect504qa.cfm.

PROJECT DESCRIPTION

Define the **scope** and **specific elements** of the project. Describe current conditions / problems / issues that the project will address. Be as specific as possible.

The Barkwood Trails Dr Reconstruction project will remove and replace the portion of Barkwood Trails Drive from Jungermann Road to Maple Tree Drive, which was constructed as part of several residential subdivision developments in the 1970's and 1980's, and is not well suited for the type of traffic use it now supports. The proposed project will provide pavement designed to handle larger traffic volumes and incorporate intersection and roadway design concepts to control speed and improve safety while limiting stops and traffic congestion.

The portion of Barkwood Trails Dr east of Jungermann Rd consists of 36' wide, 7" thick concrete pavement with rolled curb and gutter, storm sewers and sidewalks. This portion of Barkwood Trails Drive is lined with residential homes with direct driveway access and on-street parking. The overall pavement condition is a 4.375 on the PASER rating scale with one segment rated 3. The pavement has multiple patches, making the ride rough, even for a 25 MPH speed limit. Four all-way stop controlled intersections are in place, along with a midblock crosswalk.

Barkwood Trails Drive is now a federally classified major collector that extends from Jungermann Road to Timberidge Drive. Timberidge Drive then extends north to Muegge Road and south to Hackmann Road. Barkwood Trails Drive was constructed as a local subdivision roadway but is serving as a major collector with much heavier traffic volumes than originally constructed to carry.

Given the close proximity of adjacent residential homes and driveways, it's not practical to reconstruct Barkwood Trails Drive to collector roadway standards. However a reconstruction project that provides pavement capable of supporting higher traffic volumes, intersection improvements that eliminate all-way stop intersections, and general roadway improvements that control speed, account for bike and pedestrian traffic and on-street parking would be beneficial to the adjacent subdivisions and commuter traffic.

The proposed project will incorporate these elements, by removing and replacing the concrete pavement, removing or minimizing the number of all-way stop intersections, improving the Driftwood Lane, Kelly Leaf Drive/Millwood Drive and Wyatt Drive intersections to eliminate unwarranted stop signs and installing pedestrian refuge islands at the Lemonwood Drive, western Barkwood Trails Drive court, Spruce Street, and eastern Barkwood Trails Drive court intersections. Center and edge line pavement markings will be installed to narrow the travel lanes and define on-street parking areas.

The project will also remove the existing 4 feet wide sidewalk and replace it with 6 feet wide sidewalk and install related ADA compliant accessible improvements.

COMMUNITY SUPPORT

Describe the public involvement activities to date on the proposed project:

The FY 2021 Capital Improvement Plan, ADA Transition Plan and the Annual Budget have been made available to the public.

PROJECT DEVELOPMENT SCHEDULE

Note: many stages can occur concurrently.

| Activity Description | Start Date (MM/YYYY) | Finish Date (MM/YYYY) | Time Frame (Months) |
|---|-------------------------|--------------------------|------------------------|
| Receive notification letter | 10/2021 | 10/2021 | 1 |
| Execute agreement (project sponsor and DOT) | 12/2021 | 02/2022 | 3 |
| Engineering services contract submitted and approved* | 10/2022 | 12/2022 | 3 |
| Obtain environmental clearances (106, CE2, T&E, etc.) | 10/2021 | 05/2023 | 20 |
| Public meeting/hearing | 01/2023 | 04/2023 | 4 |
| Develop and submit preliminary plans | 12/2022 | 05/2023 | 6 |
| Preliminary plans approved | 05/2023 | 06/2023 | 2 |
| Develop and submit right-of-way plans | 12/2022 | 08/2023 | 9 |
| Review and approval of right-of-way plans | 08/2023 | 10/2023 | 2 |
| Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)* | 10/2023 | 12/2023 | 2 |
| Right-of-way acquisition | 12/2023 | 06/2024 | 7 |
| Utility coordination | 12/2022 | 05/2024 | 18 |
| Develop and submit PS&E | 09/2023 | 08/2024 | 11 |
| District approval of PS&E/advertise for bids* | 10/2024 | 12/2024 | 3 |
| Submit and receive bids for review and approval | 12/2024 | 03/2025 | 4 |
| Project implementation/construction | 03/2025 | 12/2025 | 9 |

* Finish date must match fiscal year for each milestone shown in **bold text**.

FINANCIAL PLAN

Note: federal participation for a phase of work must not exceed 80% in Missouri for all phases of work and 80% in Illinois for construction/construction engineering phase only. In Illinois, PE and right-of-way must be paid with local funds.

| Activity ⁷ | Starting Federal Fiscal Year ⁸ | Total Phase Cost | STP-S Funds Requested | Sponsor Share | Sponsor Share Percentage |
|---|---|---------------------|--------------------------|-------------------|--------------------------------|
| PE / Planning / Environmental Studies | FY 2023 | \$ 253,515 | \$ 202,812 | \$ 50,703 | 20.00% |
| Right-of-Way | FY 2024 | \$ 30,000 | \$ 24,000 | \$ 6,000 | 20.00% |
| Construction Engineering | FY 2025 | \$ 0 | \$ 0 | \$ 0 | 0.00% |
| Construction / Implementation | FY 2025 | \$ 1,914,883 | \$ 1,531,906 | \$ 382,977 | 20.00% |
| TOTAL PROJECT COST | | \$ 2,198,398 | \$ 1,758,718 | \$ 439,680 | 20.00% |
| Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source: | | City of St. Peters | | | |

⁷ **Illinois:** construction/construction engineering funds are available in FY 2025.

Missouri: preliminary engineering funds are available in FY 2023, right-of-way in FY 2023 or FY 2024, and construction/construction engineering in FY 2024 or FY 2025. **Note:** FY 2024 construction/construction engineering must be less than \$1 million federal.

⁸ Fiscal years are federal fiscal years (October 1 through September 30).

SAFETY

Were there any crashes along project limits from 2014-2018? **Note:** a project can still potentially receive partial points if it does not have crashes, but includes a preventive safety countermeasure.

☒ Yes ☐ No

Total number of crashes by severity type along project limits:

Fatal (K on the KABCO scale):

Serious injury (A on the KABCO scale):

Minor injury (B and C on the KABCO scale):

Property damage only (O on the KABCO scale):

Total number of crashes from 2014-2018 along project limits:

Does the project include safety countermeasure(s)?

☐ Yes ☒ No

If yes, identify the safety countermeasure(s) proposed, its Crash Modification Factor (CMF), and the CMF ID below (e.g., installation of safety edge treatment – CMF: 0.92 – CMF ID: 4303):

| Countermeasure | CMF | CMF ID |
|----------------|-----|--------|
| | | |
| | | |
| | | |
| | | |

Note: a list of safety countermeasures and their CMFs is provided in Appendix B of the STP-S Scoring Criteria Guide. In addition, the FHWA Crash Modification Factors Clearinghouse provides a searchable database of safety countermeasures: <http://www.cmfclearinghouse.org/>.

Describe how the proposed safety countermeasure(s) will address the crashes occurring along the project limits:

Are there any undocumented safety issues?

☒ Yes ☐ No

If yes, describe the undocumented safety issue(s) and explain how the preventive safety countermeasure(s) will address the issue:

Barkwood Trails Drive is an east-west collector that extends from Jungermann Road to Timberidge Drive, which connects to Muegge Road and Hackmann Road. Barkwood Trails Drive passes through a residential subdivision, with direct driveway access and sidewalks. Speeding is a concern and pedestrians often cannot safely cross Barkwood Trails Drive due to higher traffic volumes. The project will install traffic calming features and provide pedestrian refuge islands at mid-block crossings.

MULTIMODAL

Does the proposed project incorporate any of the following bicycle-related improvements?

- ☐ Separated bike lane/cycle track/protected bike lane
- ☐ Shared-use path/trail/arterial sidepath
- ☐ Buffered bike lane
- ☐ Standard bike lane (not buffered)
- ☐ Marked shared roadway (shared-lane markings, "sharrow")
- ☐ Paved shoulder
- ☐ Wayfinding or end of trip facilities
- ☒ Other
- ☐ None

Describe the bicycle-related improvements (including 'other') in detail:

Barkwood Trails Drive is a 36 feet wide concrete street with rolled curb and gutter. The road is lined with residential homes with direct street access. The posted speed limit is 25 MPH and a 4 feet wide sidewalk is located along the south side of the road. Bicyclists may use the roadway or sidewalk. The existing sidewalk is constructed with accessible ramps that do not meet current ADA standards.

Does the proposed project incorporate any of the following pedestrian-related improvements?

- ☐ New sidewalks (where none currently exist)
- ☐ Sidewalk spot slab improvements
- ☒ Sidewalk reconstruction
- ☒ Construction of new curb ramps (where none currently exist)
- ☒ Curb ramp reconstruction
- ☐ Sidewalk/roadway separation
- ☐ Wayfinding, furniture, or other end of trip facilities
- ☐ Pedestrian-scale lighting (e.g., glare shielded, lower height (12' to 16'), in-pavement)
- ☐ Other
- ☐ None

Describe the pedestrian-related improvements (including 'other') in detail:

Barkwood Trails Drive is a 36 feet wide concrete street with rolled curb and gutter. The road is lined with residential homes with direct street access. The posted speed limit is 25 MPH and a 4 feet wide sidewalk is located along the south side of the road. Bicyclists may use the roadway or sidewalk. The existing sidewalk is constructed with accessible ramps that do not meet current ADA standards.

Approximately what percentage of the project limits includes new or reconstructed sidewalk or shared-use path?

100%

Does the proposed project incorporate any of the following intersection or crossing treatments?

- ☐ Pedestrian signals/push buttons
- ☐ Countdown timers
- ☐ Leading pedestrian interval (LPI)
- ☐ Bicycle signals or bicycle detection
- ☐ Rectangular Rapid-Flashing Beacon (RRFB)
- ☐ Pedestrian Hybrid Beacon (PHB or HAWK)
- ☐ Marked crosswalks (standard parallel crosswalk markings or brick crosswalk)
- ☒ High-visibility crosswalks (e.g., ladder, zebra, or continental crosswalk markings)
- ☐ Raised crosswalks
- ☒ Midblock crossings
- ☒ Pedestrian refuge islands
- ☐ Curb radius reduction
- ☐ Curb extension or bulb-outs
- ☐ Bicycle boxes
- ☐ Colored pavement crossings for bicycles lanes marked through intersection
- ☐ Other
- ☐ None

Describe the intersection or crossing treatments (including 'other') in detail and identify crosswalk locations:

Barkwood Trails Drive is a 36 feet wide concrete street with rolled curb and gutter. The road is lined with residential homes with direct street access. The posted speed limit is 25 MPH and a 4 feet wide sidewalk is located along the south side of the road. Bicyclists may use the roadway or sidewalk. The existing sidewalk is constructed with accessible ramps that do not meet current ADA standards.

If the project incorporates any safety, traffic calming, or design improvements, describe the improvements (e.g., improvements at a rail-grade crossing, intersection improvements, road diets, bulb-outs, raised median barriers, center islands, roadway markings, improved signage and signals):

The proposed project will provide 4 pedestrian refuge islands (Lemonwood Drive, western Barkwood Trails Drive court, Spruce Street, and eastern Barkwood Trails Drive court) with MUTCD compliant pedestrian crossing signs. Unwarranted stop signs will be remove and suitable traffic calming improvements installed at 3 intersections (Driftwood Lane, Kelly Leaf Drive/Millwood Drive and Wyatt Drive) to reduce speed while maintaining traffic flow. The project will also place center lane lines and edge lines to create two 11 feet wide travel lanes. This lane narrowing also helps control speed and delineates on-street parking areas.

Does the project improve access to transit stops, stations, park-and-ride lots, or other major transit facilities?

☐ Yes ☒ No

If yes, identify the bus route and/or transit facility:

| | |
|--|---|
| Does the project incorporate improvements to existing transit stops or stations (e.g., 5' x 8' ADA landing pads, benches, shelters)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If yes, identify the improvements: | |
| Does the project provide direct access (i.e., adjacent) to a school (grades K-12 and college/university)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Is the project within ½ mile of a school? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, identify the school(s): | |
| School Name | Proximity to Project |
| Henderson Elementary School | <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Within ½ mile |
| Francis Howell North High School | <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Within ½ mile |
| | <input type="checkbox"/> Direct <input type="checkbox"/> Within ½ mile |
| | <input type="checkbox"/> Direct <input type="checkbox"/> Within ½ mile |
| Does the project provide direct access (i.e., adjacent) to an activity center, employment center, or community resource (e.g., a business district, retail center, medical facility, community center, park)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, identify all activity centers, employment centers, and/or community resources (planned or existing) that the project directly serves: Laurel Park, Covenant Park, and the Country Creek Trail | |
| SYSTEM RELIABILITY | |
| Does the project include management and operations strategies that optimize the performance of the road (e.g., ITS technologies, traffic operational improvements)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If yes, explain the strategy and how it improves the reliability of the transportation system: | |

INTERMODAL CONNECTIONS

Is the project located within an industrial site area (per St. Louis Regional Freight Study)?

☐ Yes ☒ No

If yes, what is the name of the industrial site area (e.g., Broadway-Arsenal, Earth City, GM Plant)?

Is the project adjacent to or does it directly impact an intermodal freight facility, major freight generator, logistic center, manufacturing and warehouse industrial facility, or port facility?

☐ Yes ☒ No

If yes, identify the facility or major freight generator:

Identify any commercial vehicle countermeasures proposed, and explain how the project provides improvement to the movement of freight to and from the industrial site area, facility, or major freight generator:

ENVIRONMENT

Does the project incorporate any of the following green infrastructure improvements?

- ☐ Bioswales
- ☐ Rain gardens
- ☐ Pervious pavements
- ☐ Green bulb-outs
- ☐ Solar powered lighting fixtures
- ☐ Other
- ☒ None

Describe the green infrastructure improvements (including 'other') in detail:

NOTIFICATION OF TITLE VI & NONDISCRIMINATION REQUIREMENTS

Title VI

A recipient of any federal funds from the U.S. Department of Transportation ("DOT") must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient's program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d *et seq.*
- B. All requirements imposed by or pursuant to the Code of Federal Regulations, Title 49: Transportation, Subtitle A: Office of the Secretary of Transportation, Part 21: *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.*

As part of federal requirements, a recipient of funds from DOT must ensure that it has written policies and procedures in place to ensure nondiscrimination in its programs, up to and including, developing a Title VI Plan.

Nondiscrimination

A recipient of any federal funds from the U.S. Department of Transportation ("DOT") must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient's program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and implementing regulations at 49 CFR Part 21 – *Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act.*
- B. The equal employment opportunity provisions of 49 U.S.C. § 5332 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and implementing regulations, including;
 - 1. 41 CFR Part 60 – *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 49 CFR Part 25 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.*
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, and implementing regulations, including:
 - 1. 49 CFR Part 27—*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.*
 - 2. 49 CFR Part 37—*Transportation Services for Individuals with Disabilities (ADA).*
 - 3. 36 CFR Part 1192 and 49 CFR Part 38—*Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles.*
 - 4. 28 CFR Part 35—*Nondiscrimination on the Basis of Disability in State and Local Government Services.*
 - 5. 28 CFR Part 36—*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.*
 - 6. 41 CFR Subpart 101 – 119—*Accommodations for the Physically Handicapped.*
 - 7. 29 CFR Part 1630—*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.*
 - 8. 47 CFR Part 64, Subpart F—*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled.*
 - 9. 36 CFR Part 1194—*Electronic and Information Technology Accessibility Standards.*

10. 49 CFR Part 609—*Transportation for Elderly and Handicapped Persons*.
 11. Federal civil rights and nondiscrimination directives implementing those federal laws and regulations, unless the federal government determines otherwise in writing.
- E. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*
 - F. The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 through 634, and implement regulations of the U.S. Equal Employment Opportunity Commission at 29 CFR Part 1625—*Age Discrimination in Employment Act*.
 - G. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2.
 - H. Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 42 U.S.C. § 4321 note, and DOT Order 5620.3 at Federal Register Vol. 62 No. 18377—*Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*.
 - I. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency, 42 U.S.C. § 2000d – 1 note, and implementing policy guidance at Federal Register Vol. 70 No. 74087—*DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Person*.

By submitting its application as part of the TIP process and signing below, the Project Sponsor certifies that it has reviewed the federal requirements regarding nondiscrimination in federally assisted programs and believes that the Project Sponsor complies with the required policies and procedures.

Also, the Project Sponsor acknowledges its understanding that if the Project Sponsor does not have the required policies and procedures in place prior to federal funds being obligated, then the Project Sponsor’s project may become ineligible for federal funding.

Amanda L. Rich, P.E., PTOE

Name (print)

Director of Transportation

Title

Signature

Date

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be funded under the provisions of the Fixing America's Surface Transportation (FAST) Act.

Project Title: Barkwood Trails Drive Reconstruction

Local Match Amount: \$439,680

Sponsoring Agency: City of St. Peters

Chief Elected Official (or Chief Executive Officer):

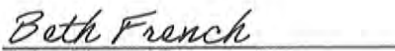
Name (print): Russel W. Batzel, City Administrator

Signature: 

Date: 2-5-21

Chief Financial Officer:

Name (print): Beth French, Director of Finance

Signature: 

Date: 02/08/2021

PERSON OF RESPONSIBLE CHARGE CERTIFICATION


The key regulatory provision, 23 CFR 635.105 – Supervising Agency, provides that the State Transportation Agency (STA) is responsible for construction of federal-aid projects, whether it or a local public agency (LPA) performs the work. The regulation provides that the STA and LPA must provide its full-time employee to be in “responsible charge” of the project.

The undersigned employee(s) of the Project Sponsor will act as person of responsible charge. If at any point the employee leaves the LPA, the LPA is responsible for finding a suitable replacement and notifying EWG. If the person of responsible charge is found to not be a full-time employee of the LPA, it will result in the loss of federal funds for this project. One employee can act as person of responsible charge for all three phases. All three phases must be signed.

Person of Responsible Charge – Design Phase

Name (print): Amanda L. Rich, P.E., PTOE

Title: Director of Transportation Email: arich@stpetersmo.net


Signature: 

Date: 2/5/21

Person of Responsible Charge – Right-of-Way Acquisition Phase

Name (print): Amanda L. Rich, P.E., PTOE

Title: Director of Transportation Email: arich@stpetersmo.net


Signature: 

Date: 2/5/21

Person of Responsible Charge – Construction/Implementation Phase

Name (print): Amanda L. Rich, P.E., PTOE

Title: Director of Transportation Email: arich@stpetersmo.net

Signature: 

Date: 2/5/21

RIGHT-OF-WAY ACQUISITION CERTIFICATION STATEMENT

The State Department of Transportation and the Federal Highway Administration (FHWA) have the right and responsibility to review and monitor the acquisition procedures of any federally funded transportation project for adherence to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Those projects found in non-compliance may jeopardize all or part of their federal funding.

A. The Project Sponsor hereby certifies that any right-of-way, and/or permanent or temporary easements necessary for this project, obtained prior to this application, were acquired in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

B. The Project Sponsor also certifies that any additional right-of-way, and/or permanent or temporary easements, subsequently required to complete the project, will be acquired according to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Amanda L. Rich, P.E., PTOE

Name (print)

Director of Transportation

Title

Signature

Date

POLICY ON REASONABLE PROGRESS CERTIFICATION – MISSOURI SPONSORS ONLY

Following on the next page is a copy of the policy on reasonable progress adopted by the East-West Gateway Council of Governments Board of Directors.

The undersigned representative of the Project Sponsor hereby certifies that s/he has read this policy and understands its requirements. The representative acknowledges that failure to meet all of the reasonable progress requirements could result in federal funds being revoked and returned to the regional funding pool, as dictated by the policy.

Amanda L. Rich, P.E., PTOE

Name (print)

Director of Transportation

Title

Signature

Date

POLICY ON REASONABLE PROGRESS – MISSOURI SPONSORS ONLY

Reasonable Progress

For projects or programs included in the Transportation Improvement Program (TIP), “reasonable progress” will have been made if the project has advanced to the point of obligating all federal funds programmed for that project in the current fiscal year, regardless of the phase of work (*i.e., preliminary engineering, right-of-way acquisition, or plans, specifications, and estimates*). If a project fails to obligate the programmed federal funds by September 30 of the current year, the funding will be forfeited and returned to the regional funding pot. Actual progress toward implementation is measured against the schedule submitted by the Project Sponsor in the project application.

Policy Procedures and Enforcement

Projects that do not obligate all federal funds by the Board-approved suspense date will be removed from the TIP and the federal funds associated with those projects will be returned to the regional funding pool for redistribution. The removal of projects from the TIP will require no further Board action and the sponsor will have to repay any federal funds already spent if the funding is forfeited.

If a project is realizing delays that will put the federal funding at risk of forfeiture (*i.e., not meet a September 30 deadline*), the Project Sponsor will have the opportunity to ask for consideration of a “one-time extension” in their project schedule. The one-time extension can only be requested for the implementation/construction phase of the project. The extension request will only be considered once a year, and has to be made before June 1 of the current fiscal year of the TIP.

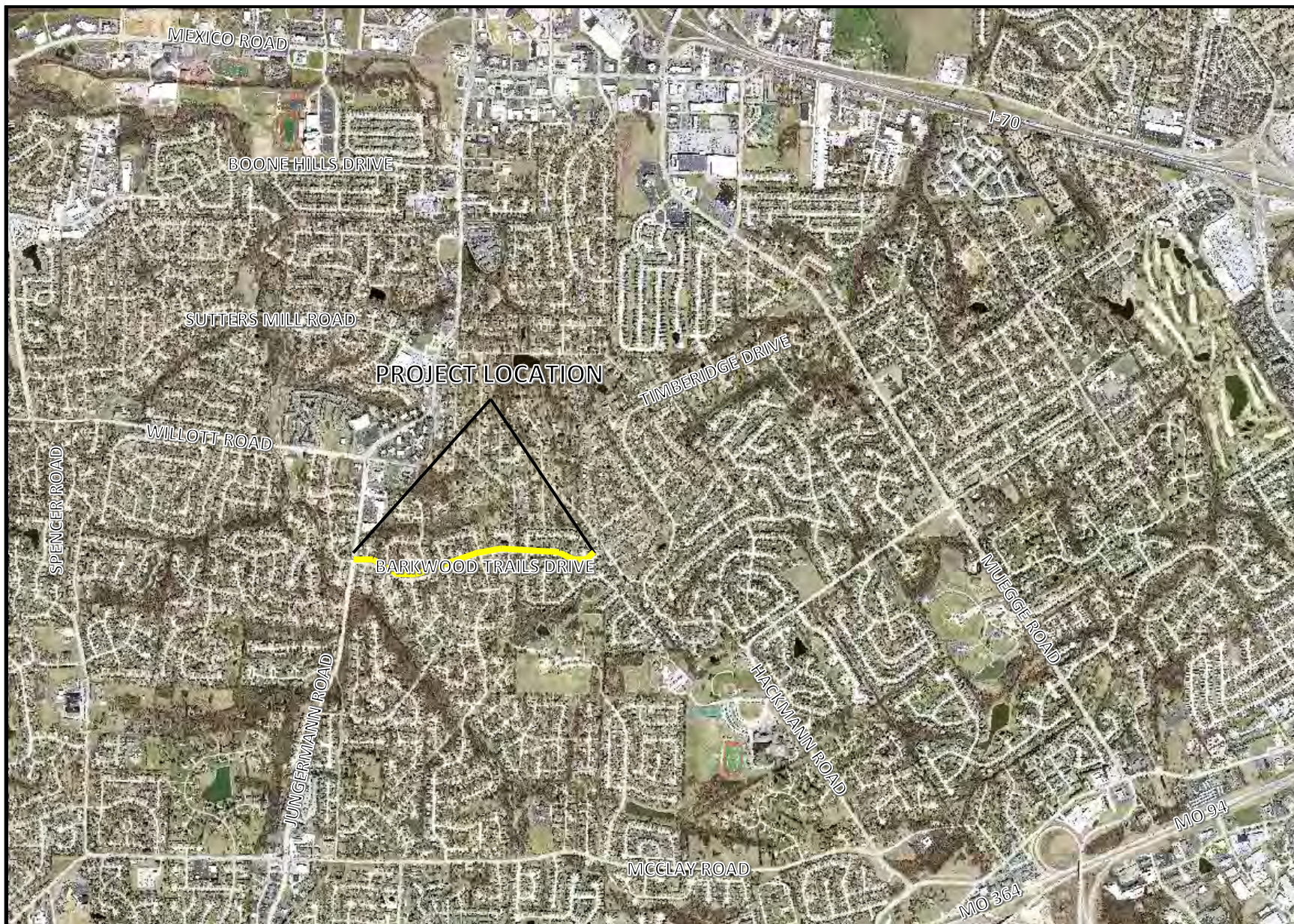
To be considered for this extension the Project Sponsor has to demonstrate on all counts: a) the delay is beyond their control and the sponsor has done due diligence in progressing the project; b) federal funds have already been obligated on the project or in cases that no federal funds are used for PE and/or ROW acquisition, there has been significant progress toward final plan preparation; and c) there is a realistic strategy in place to obligate all funds.

One-time extensions of up to three (3) months may be granted by EWG staff and one-time extensions greater than three (3) months, but not more than nine (9) months, will go to the Board of Directors for their consideration and approval. Projects requesting schedule advancements will be handled on a case-by-case basis, subject to available funding, and are subject to the Board-adopted rules for TIP modifications.

Project Monitoring

An extensive monitoring program has been developed to help track programmed projects and ensure that funding commitments and plans are met. Monthly tracking reports are developed and posted on the EWG website, utilizing project information provided by the Project Sponsor, IDOT, and MoDOT district offices. Additionally, project sponsors are contacted at least every three (3) months by EWG staff for project status updates.

Attachment A



Barkwood Trails Drive Reconstruction Location Map



| Estimate of Project Costs | |
|---------------------------|--|
|---------------------------|--|

Project Sponsor: City of St. Peters

Project Title: **Barkwood Trails Dr Reconstruction**

| | |
|-------|-----------|
| Date: | 1/25/2021 |
|-------|-----------|

| Specific Roadway Items | |
|------------------------|----------|
| 1 | 1.0000 |
| 2 | 2.0000 |
| 3 | 3.0000 |
| 4 | 4.0000 |
| 5 | 5.0000 |
| 6 | 6.0000 |
| 7 | 7.0000 |
| 8 | 8.0000 |
| 9 | 9.0000 |
| 10 | 10.0000 |
| 11 | 11.0000 |
| 12 | 12.0000 |
| 13 | 13.0000 |
| 14 | 14.0000 |
| 15 | 15.0000 |
| 16 | 16.0000 |
| 17 | 17.0000 |
| 18 | 18.0000 |
| 19 | 19.0000 |
| 20 | 20.0000 |
| 21 | 21.0000 |
| 22 | 22.0000 |
| 23 | 23.0000 |
| 24 | 24.0000 |
| 25 | 25.0000 |
| 26 | 26.0000 |
| 27 | 27.0000 |
| 28 | 28.0000 |
| 29 | 29.0000 |
| 30 | 30.0000 |
| 31 | 31.0000 |
| 32 | 32.0000 |
| 33 | 33.0000 |
| 34 | 34.0000 |
| 35 | 35.0000 |
| 36 | 36.0000 |
| 37 | 37.0000 |
| 38 | 38.0000 |
| 39 | 39.0000 |
| 40 | 40.0000 |
| 41 | 41.0000 |
| 42 | 42.0000 |
| 43 | 43.0000 |
| 44 | 44.0000 |
| 45 | 45.0000 |
| 46 | 46.0000 |
| 47 | 47.0000 |
| 48 | 48.0000 |
| 49 | 49.0000 |
| 50 | 50.0000 |
| 51 | 51.0000 |
| 52 | 52.0000 |
| 53 | 53.0000 |
| 54 | 54.0000 |
| 55 | 55.0000 |
| 56 | 56.0000 |
| 57 | 57.0000 |
| 58 | 58.0000 |
| 59 | 59.0000 |
| 60 | 60.0000 |
| 61 | 61.0000 |
| 62 | 62.0000 |
| 63 | 63.0000 |
| 64 | 64.0000 |
| 65 | 65.0000 |
| 66 | 66.0000 |
| 67 | 67.0000 |
| 68 | 68.0000 |
| 69 | 69.0000 |
| 70 | 70.0000 |
| 71 | 71.0000 |
| 72 | 72.0000 |
| 73 | 73.0000 |
| 74 | 74.0000 |
| 75 | 75.0000 |
| 76 | 76.0000 |
| 77 | 77.0000 |
| 78 | 78.0000 |
| 79 | 79.0000 |
| 80 | 80.0000 |
| 81 | 81.0000 |
| 82 | 82.0000 |
| 83 | 83.0000 |
| 84 | 84.0000 |
| 85 | 85.0000 |
| 86 | 86.0000 |
| 87 | 87.0000 |
| 88 | 88.0000 |
| 89 | 89.0000 |
| 90 | 90.0000 |
| 91 | 91.0000 |
| 92 | 92.0000 |
| 93 | 93.0000 |
| 94 | 94.0000 |
| 95 | 95.0000 |
| 96 | 96.0000 |
| 97 | 97.0000 |
| 98 | 98.0000 |
| 99 | 99.0000 |
| 100 | 100.0000 |

| Item | Quantity | Unit | Unit Price | Amount |
|--|----------|------|--------------|-----------------------|
| MOBILIZATION | 1 | LS | \$175,000.00 | \$175,000.00 |
| TRAFFIC CONTROL | 1 | LS | \$30,000.00 | \$30,000.00 |
| REMOVAL OF IMPROVEMENTS | 1 | LS | \$40,000.00 | \$40,000.00 |
| 7" CONCRETE PAVEMENT ON 4" AGGREGATE BASE | 16,050 | SY | \$58.00 | \$930,900.00 |
| 7" CONCRETE APRON | 1,650 | SY | \$58.00 | \$95,700.00 |
| 6" CONCRETE CURB & GUTTER (2.5' WIDE) | 3,825 | LF | \$32.00 | \$122,400.00 |
| PAVEMENT MARKINGS | 1 | LS | \$15,000.00 | \$15,000.00 |
| REVEGETATION | 1 | LS | \$15,000.00 | \$15,000.00 |
| ADJUST UTILITY TO GRADE - includes sump bridges | 39 | EA | \$1,500.00 | \$58,500.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | | | | \$1,482,500.00 |

| Specific Bicycle Items | |
|----------------------------|-----------------------------|
| 1. Bicycle Frame | 2. Bicycle Fork |
| 3. Bicycle Wheel | 4. Bicycle Tire |
| 5. Bicycle Pedal | 6. Bicycle Chain |
| 7. Bicycle Saddle | 8. Bicycle Headset |
| 9. Bicycle Seatpost | 10. Bicycle Stem |
| 11. Bicycle Handlebar | 12. Bicycle Shifters |
| 13. Bicycle Brakes | 14. Bicycle Bell |
| 15. Bicycle Lights | 16. Bicycle Reflectors |
| 17. Bicycle Kickstand | 18. Bicycle Fenders |
| 19. Bicycle Racks | 20. Bicycle Pumps |
| 21. Bicycle Tools | 22. Bicycle Repair Kits |
| 23. Bicycle Helmets | 24. Bicycle Safety Gear |
| 25. Bicycle Accessories | 26. Bicycle Bags |
| 27. Bicycle Locks | 28. Bicycle Security |
| 29. Bicycle Insurance | 30. Bicycle Maintenance |
| 31. Bicycle Storage | 32. Bicycle Transportation |
| 33. Bicycle Rental | 34. Bicycle Leasing |
| 35. Bicycle Sales | 36. Bicycle Repairs |
| 37. Bicycle Parts | 38. Bicycle Components |
| 39. Bicycle Assembly | 40. Bicycle Disassembly |
| 41. Bicycle Cleaning | 42. Bicycle Lubrication |
| 43. Bicycle Tuning | 44. Bicycle Adjustment |
| 45. Bicycle Inspection | 46. Bicycle Testing |
| 47. Bicycle Certification | 48. Bicycle Registration |
| 49. Bicycle Licensing | 50. Bicycle Insurance |
| 51. Bicycle Safety | 52. Bicycle Education |
| 53. Bicycle Training | 54. Bicycle Coaching |
| 55. Bicycle Competition | 56. Bicycle Events |
| 57. Bicycle Shows | 58. Bicycle Exhibitions |
| 59. Bicycle Conferences | 60. Bicycle Seminars |
| 61. Bicycle Workshops | 62. Bicycle Courses |
| 63. Bicycle Programs | 64. Bicycle Initiatives |
| 65. Bicycle Projects | 66. Bicycle Campaigns |
| 67. Bicycle Marketing | 68. Bicycle Promotion |
| 69. Bicycle Advertising | 70. Bicycle Publicity |
| 71. Bicycle Media | 72. Bicycle Journalism |
| 73. Bicycle Writing | 74. Bicycle Editing |
| 75. Bicycle Publishing | 76. Bicycle Distribution |
| 77. Bicycle Retail | 78. Bicycle Wholesale |
| 79. Bicycle Import | 80. Bicycle Export |
| 81. Bicycle Trade | 82. Bicycle Commerce |
| 83. Bicycle Industry | 84. Bicycle Market |
| 85. Bicycle Economy | 86. Bicycle Finance |
| 87. Bicycle Law | 88. Bicycle Regulation |
| 89. Bicycle Policy | 90. Bicycle Legislation |
| 91. Bicycle Governance | 92. Bicycle Administration |
| 93. Bicycle Management | 94. Bicycle Organization |
| 95. Bicycle Leadership | 96. Bicycle Supervision |
| 97. Bicycle Control | 98. Bicycle Oversight |
| 99. Bicycle Accountability | 100. Bicycle Responsibility |

[illegible]

| Specific Pedestrian Items | | | | |
|---------------------------|----------|------|------------|--------------|
| Item | Quantity | Unit | Unit Price | Amount |
| 6' CONCRETE SIDEWALK | 19,000 | SF | \$7.00 | \$133,000.00 |
| ACCESSIBLE RAMP | 26 | EA | \$2,500.00 | \$65,000.00 |
| Truncated Domes | 320 | SF | \$30.00 | \$9,600.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | | | | \$207,600.00 |

| Specific Transit Items | | | | |
|------------------------|----------|------|------------|--------|
| Item | Quantity | Unit | Unit Price | Amount |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | | | | \$0.00 |

| Miscellaneous Other Items | | | | |
|---------------------------|----------|------|------------|--------|
| Item | Quantity | Unit | Unit Price | Amount |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | | | | \$0.00 |

| | |
|-------------------------------------|----------------|
| Construction Cost Total | \$1,690,100.00 |
| Contingency | \$169,010.00 |
| Inflation | \$55,773.30 |
| Preliminary Engineering | \$253,515.00 |
| Right-of-Way | \$30,000.00 |
| Construction Engineering/Inspection | |
| Project Total * | \$2,198,398.30 |

* The project total cost should match the total cost reported in the project application.
Add lines as needed.

Attachment B

LOCATION – 1A Barkwood Trails
(near Jungermann Road)
PASER RATING – 4



LOCATION – 1B Barkwood Trails
(near Jungermann Road)
PASER RATING – 4



LOCATION – 1C Barkwood Trails
(near Jungermann Road)
PASER RATING – 4



LOCATION – 2A Barkwood Trails

(near 121 Barkwood Trails)

PASER RATING – 5



LOCATION – 2B Barkwood Trails

(near 121 Barkwood Trails)

PASER RATING – 5



LOCATION – 2C Barkwood Trails

(near 121 Barkwood Trails)

PASER RATING – 5



LOCATION – 3A Barkwood Trail
(Near #157 Barkwood Trail Road)

PASER RATING – 5



LOCATION – 3B Barkwood Trail
(Near #157 Barkwood Trail Road)

PASER RATING – 5



LOCATION – 3C Barkwood Trail
(Near #157 Barkwood Trail Road)
PASER RATING – 5



LOCATION – 4A Barkwood Trails

(Near #225 Barkwood Trail)

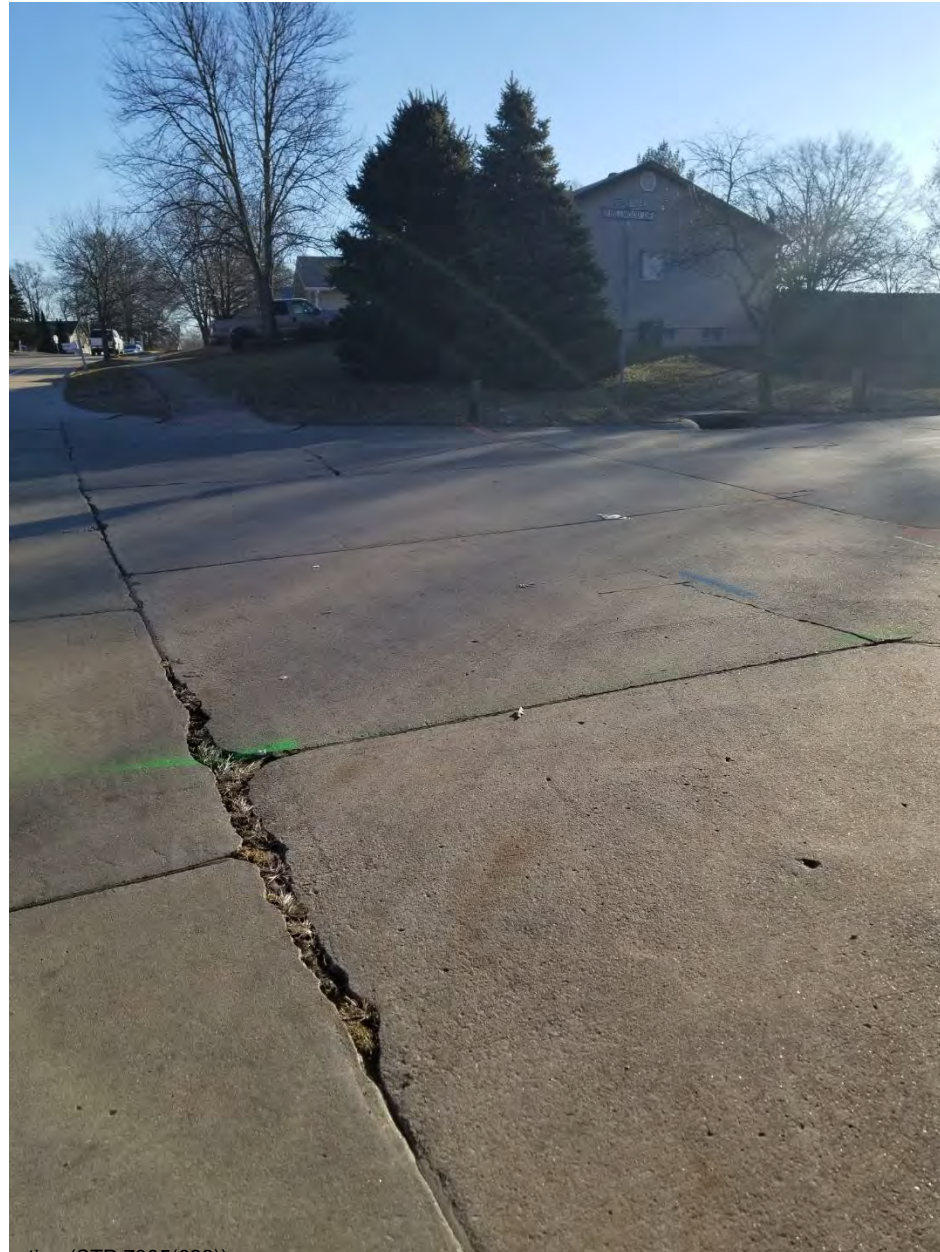
PASER RATING – 4



LOCATION – 4B Barkwood Trails

(Near #225 Barkwood Trail)

PASER RATING – 4



LOCATION – 4C Barkwood Trails

(Near #225 Barkwood Trail)

PASER RATING – 4



LOCATION – 5A Barkwood Trail

(Near #264 Barkwood Trail)

PASER RATING – 4



LOCATION – 5B Barkwood Trail

(Near #264 Barkwood Trail)

PASER RATING – 4



LOCATION – 5C Barkwood Trail

(Near #264 Barkwood Trail)

PASER RATING – 4



LOCATION – 6A Barkwood Trail

(Near #264 Barkwood Trail)

PASER RATING – 4



LOCATION – 6B Barkwood Trail

(Near #264 Barkwood Trail)

PASER RATING – 4



LOCATION – 6C Barkwood Trail

(Near #264 Barkwood Trail)

PASER RATING – 4



LOCATION – 7A Barkwood Trail

(Near #281 Barkwood Trail)

PASER RATING – 3



LOCATION – 7B Barkwood Trail

(Near #281 Barkwood Trail)

PASER RATING – 3



LOCATION – 7C Barkwood Trail

(Near #281 Barkwood Trail)

PASER RATING – 3



LOCATION – 7D Barkwood Trail

(Near #281 Barkwood Trail)

PASER RATING – 3



LOCATION – 8A Barkwood Trail

(Near #299 Barkwood Trail)

PASER RATING – 6



LOCATION – 8B Barkwood Trail

(Near #299 Barkwood Trail)

PASER RATING – 6

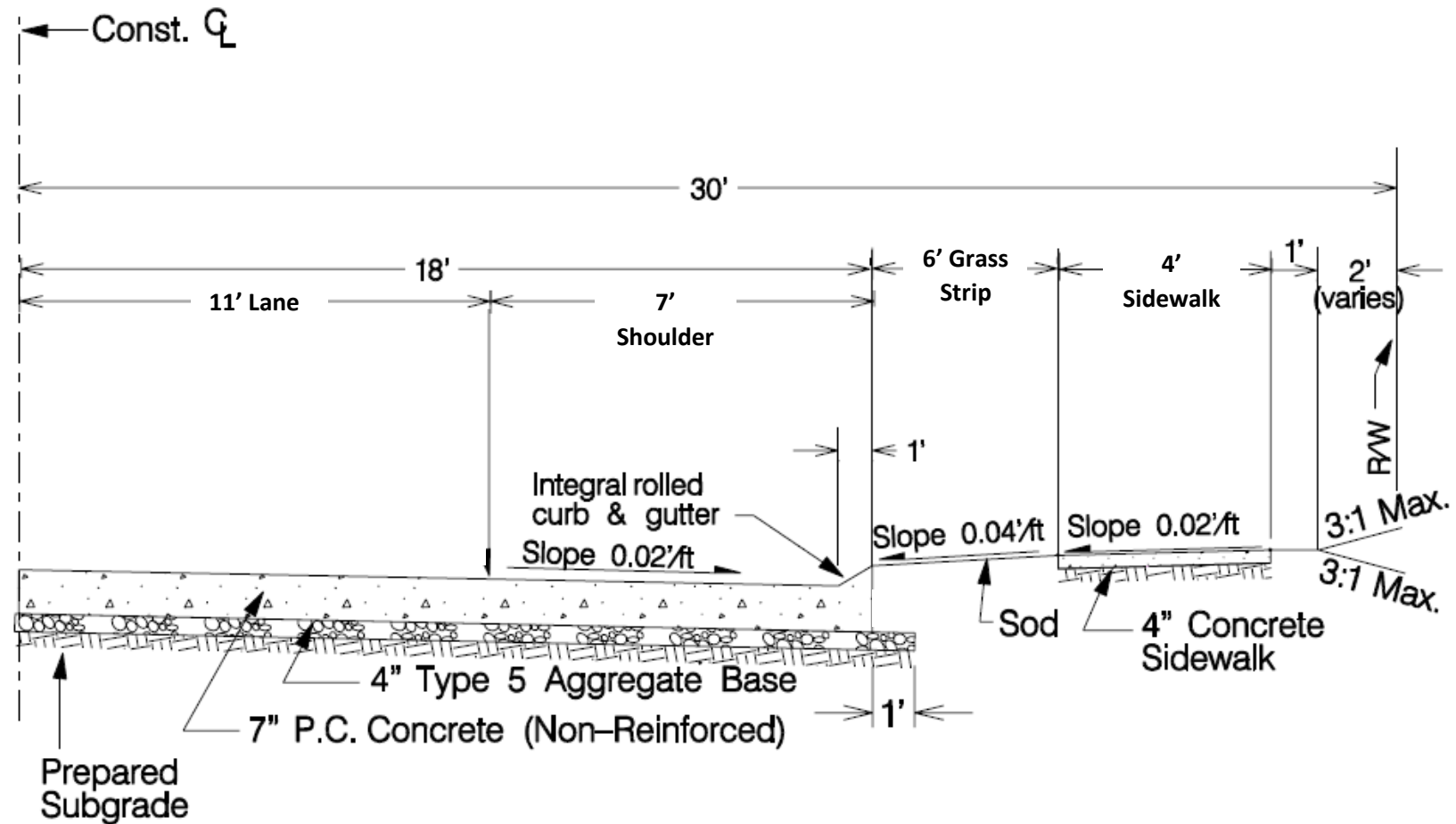




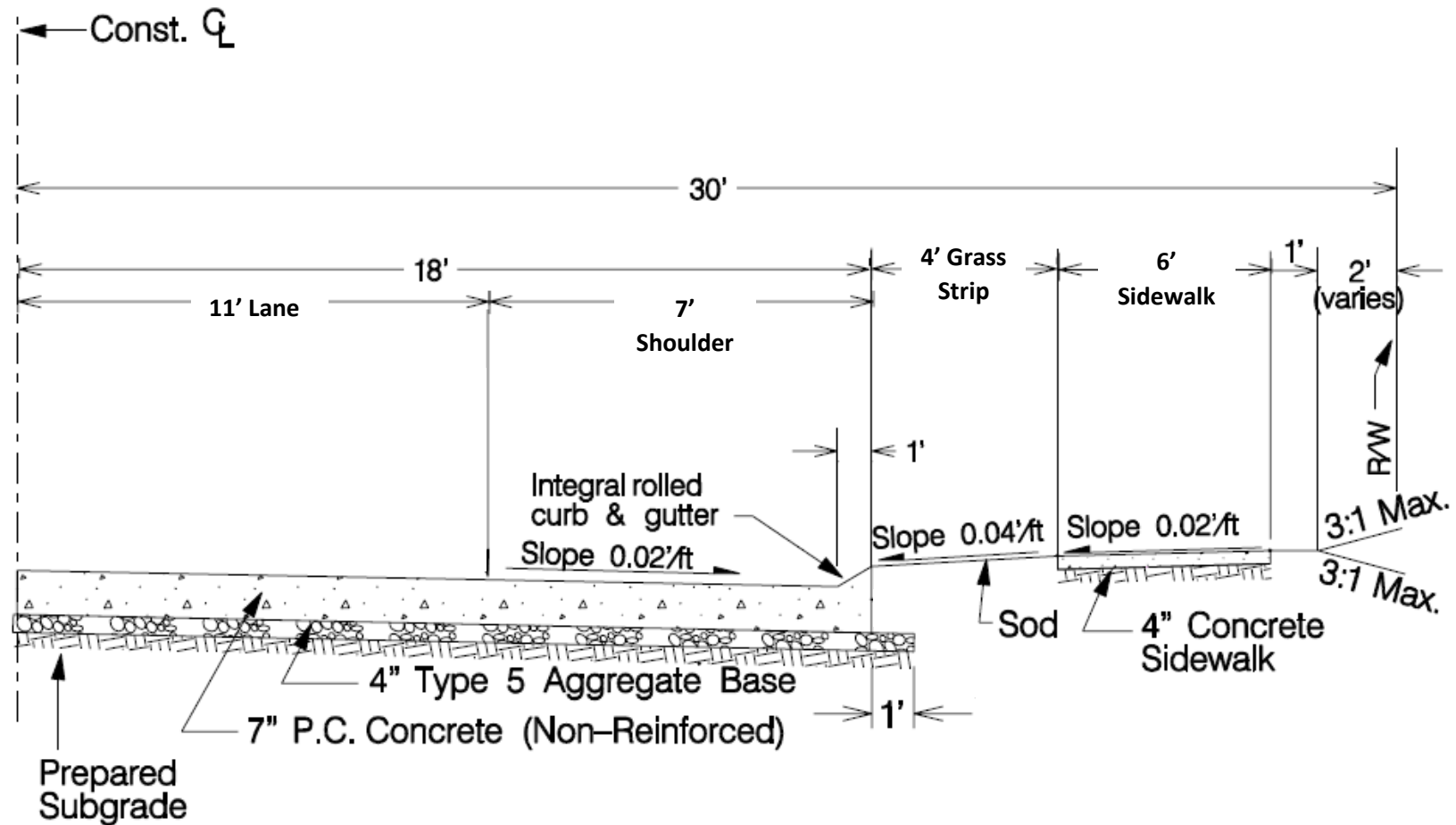
Barkwood Trails Drive Reconstruction Detailed Map



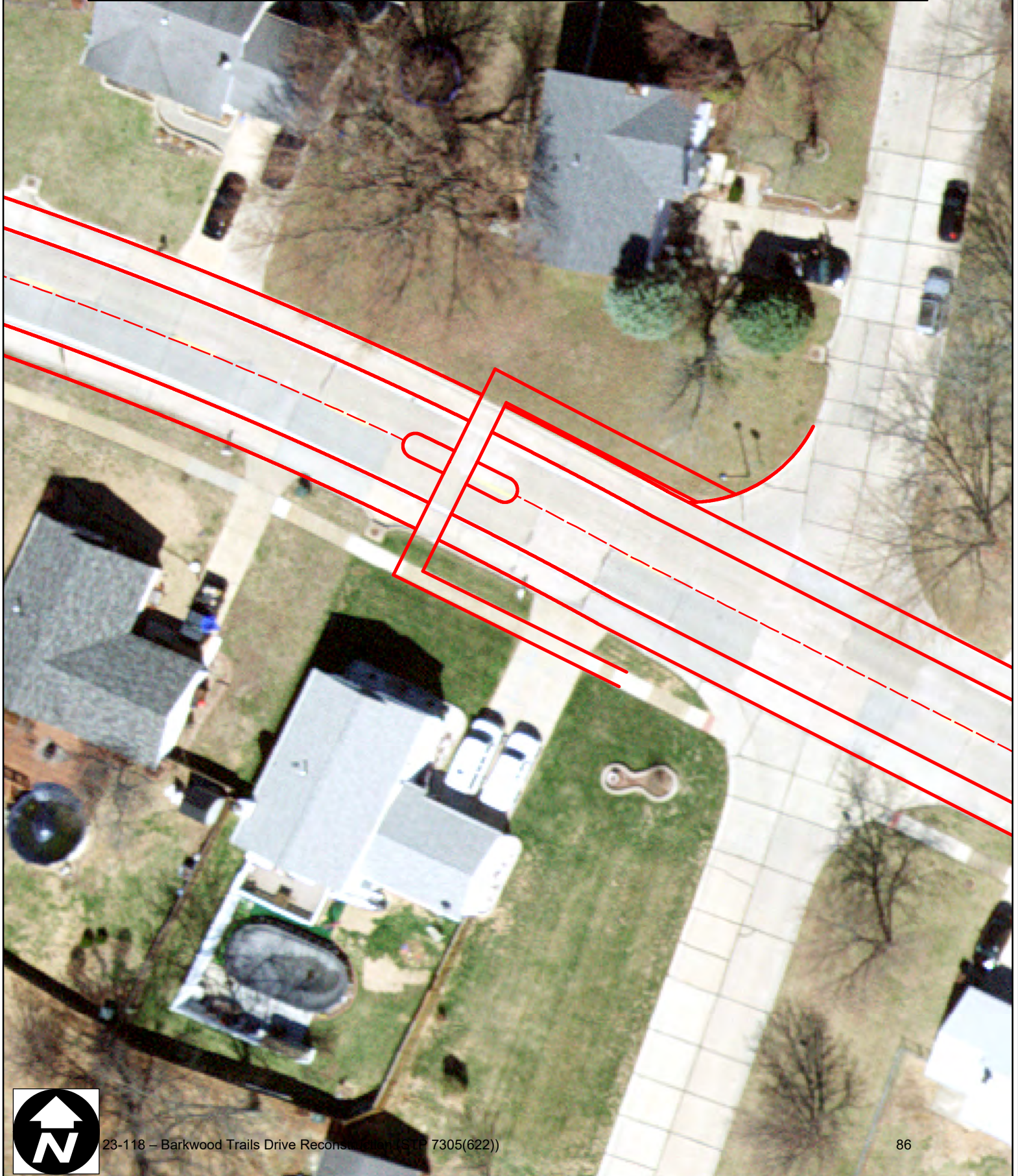
Barkwood Trails Drive Reconstruction Existing Typical Section (NTS)



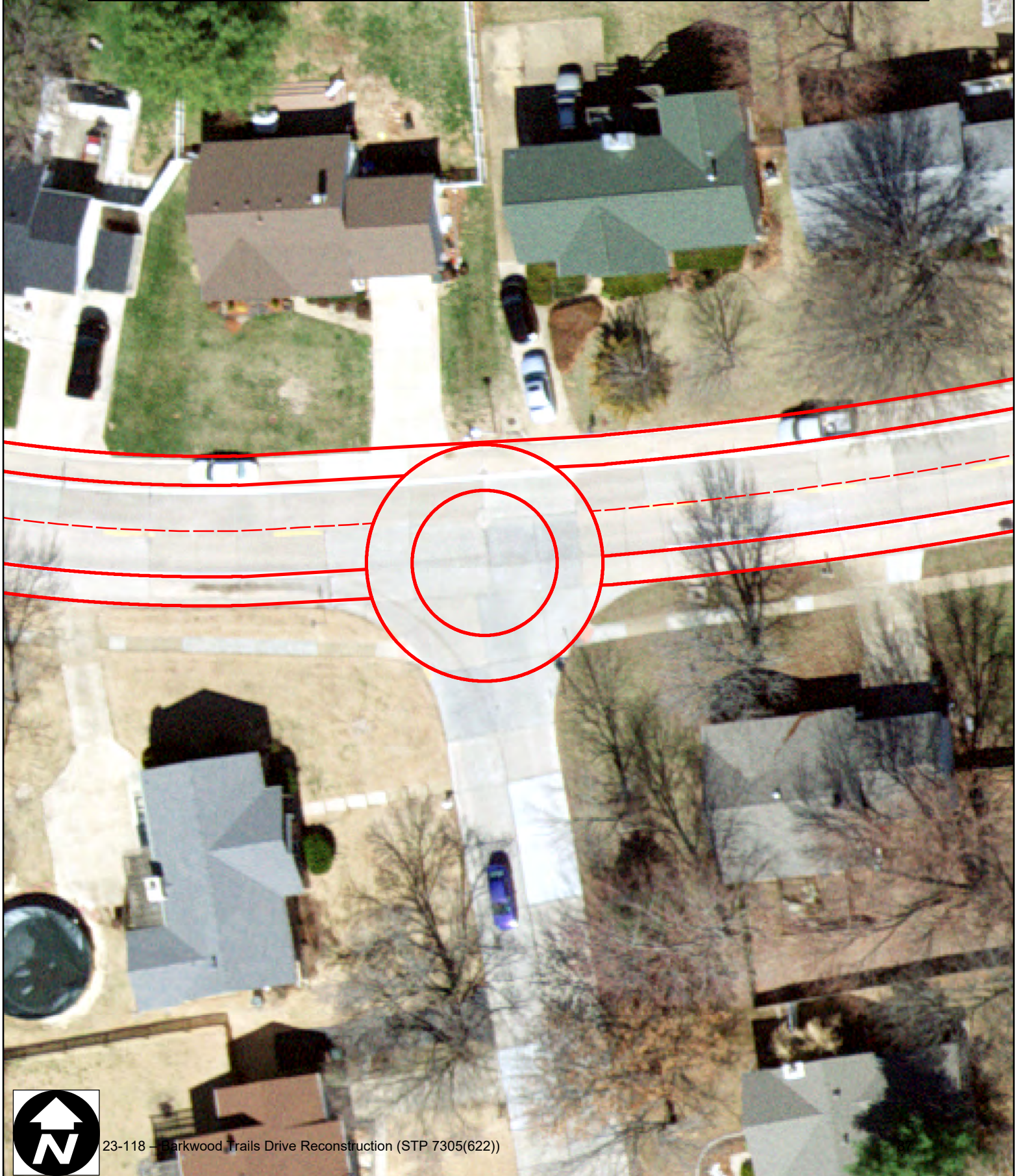
Barkwood Trails Drive Reconstruction Proposed Typical Section (NTS)



CITY OF ST. PETERS
BARKWOOD TRAILS DRIVE RECONSTRUCTION
LEMONWOOD DRIVE



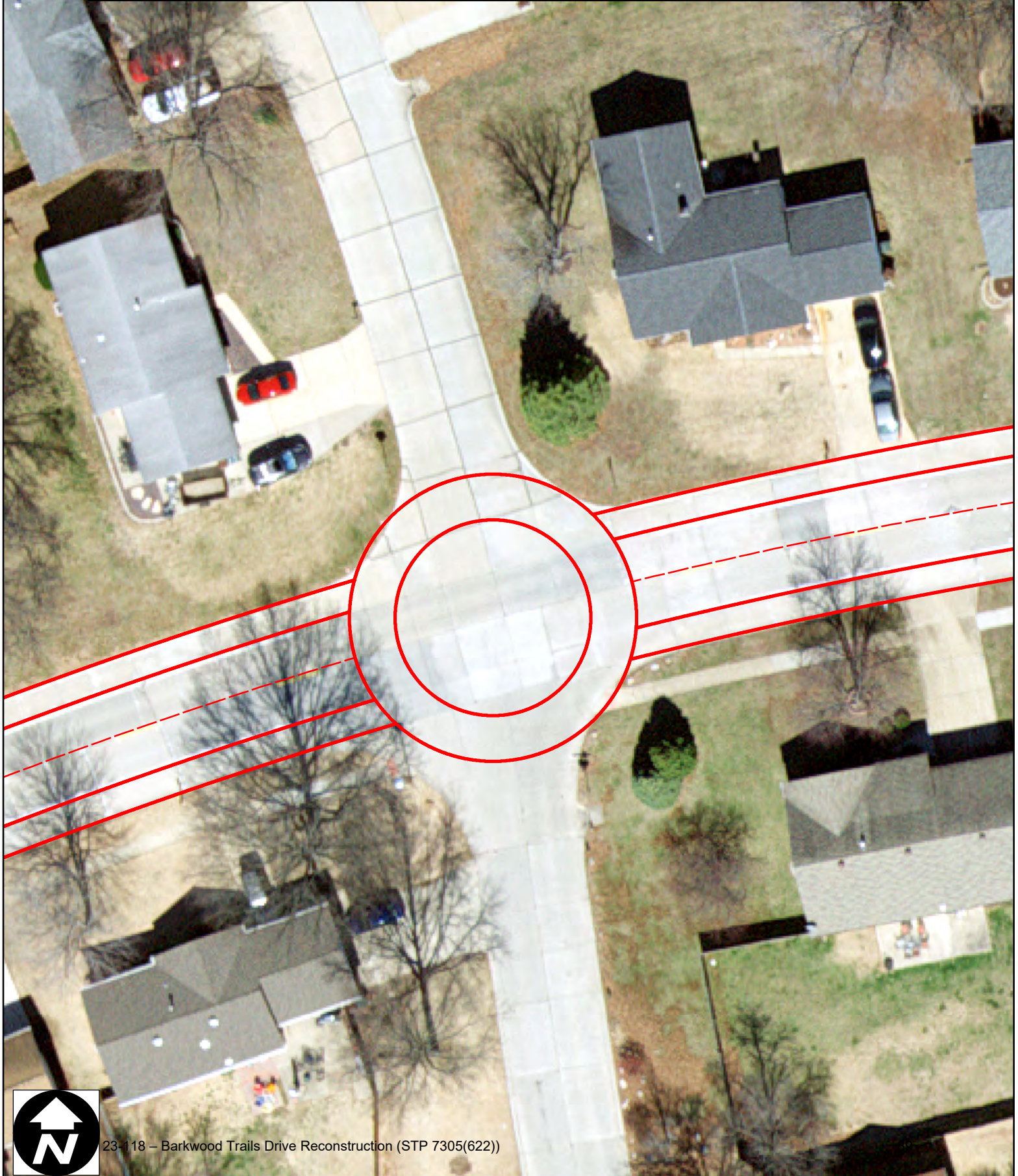
CITY OF ST. PETERS
BARKWOOD TRAILS DRIVE RECONSTRUCTION
DRIFTWOOD LANE



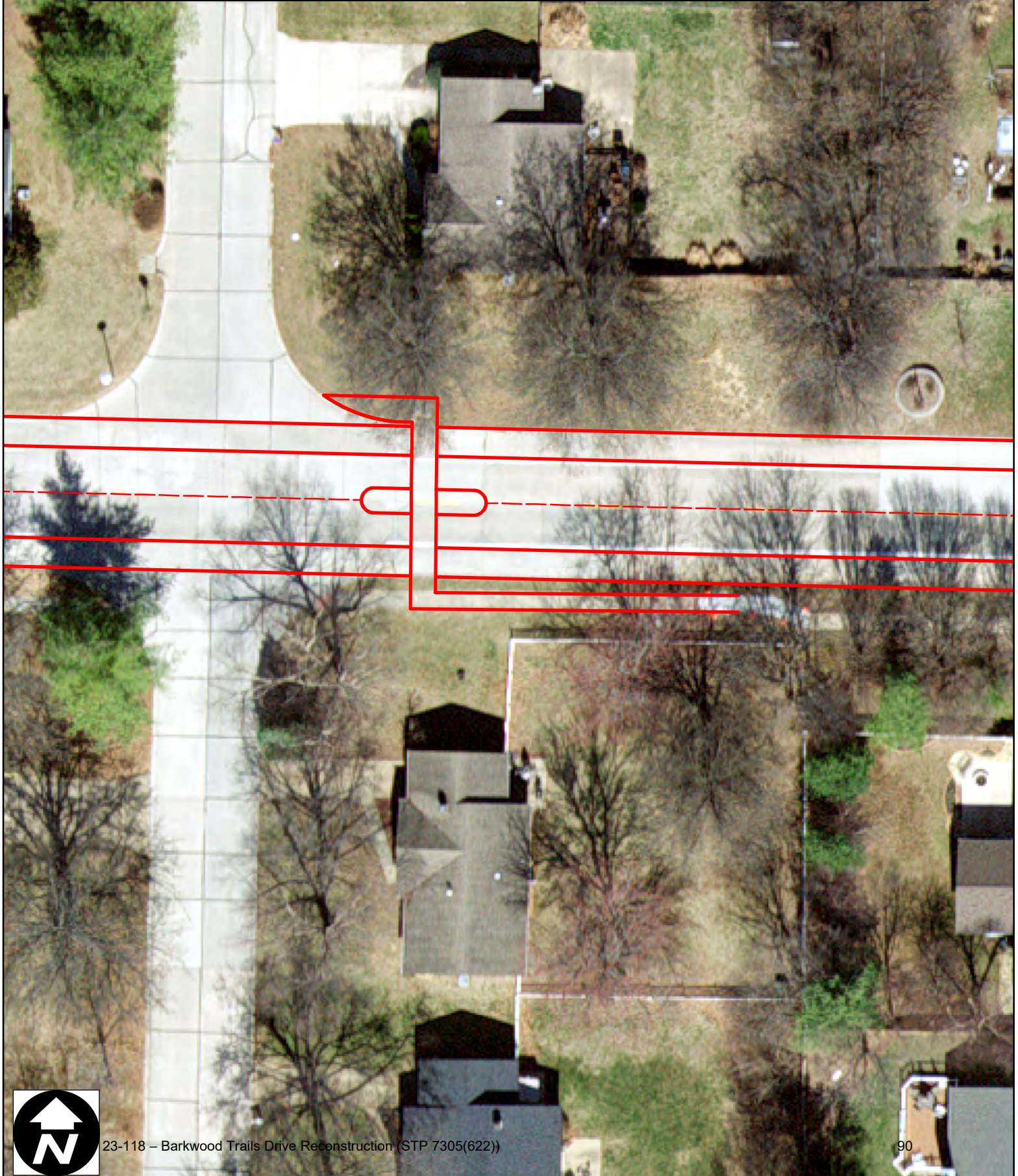
CITY OF ST. PETERS
BARKWOOD TRAILS DRIVE RECONSTRUCTION
BARKWOOD TRAILS DRIVE



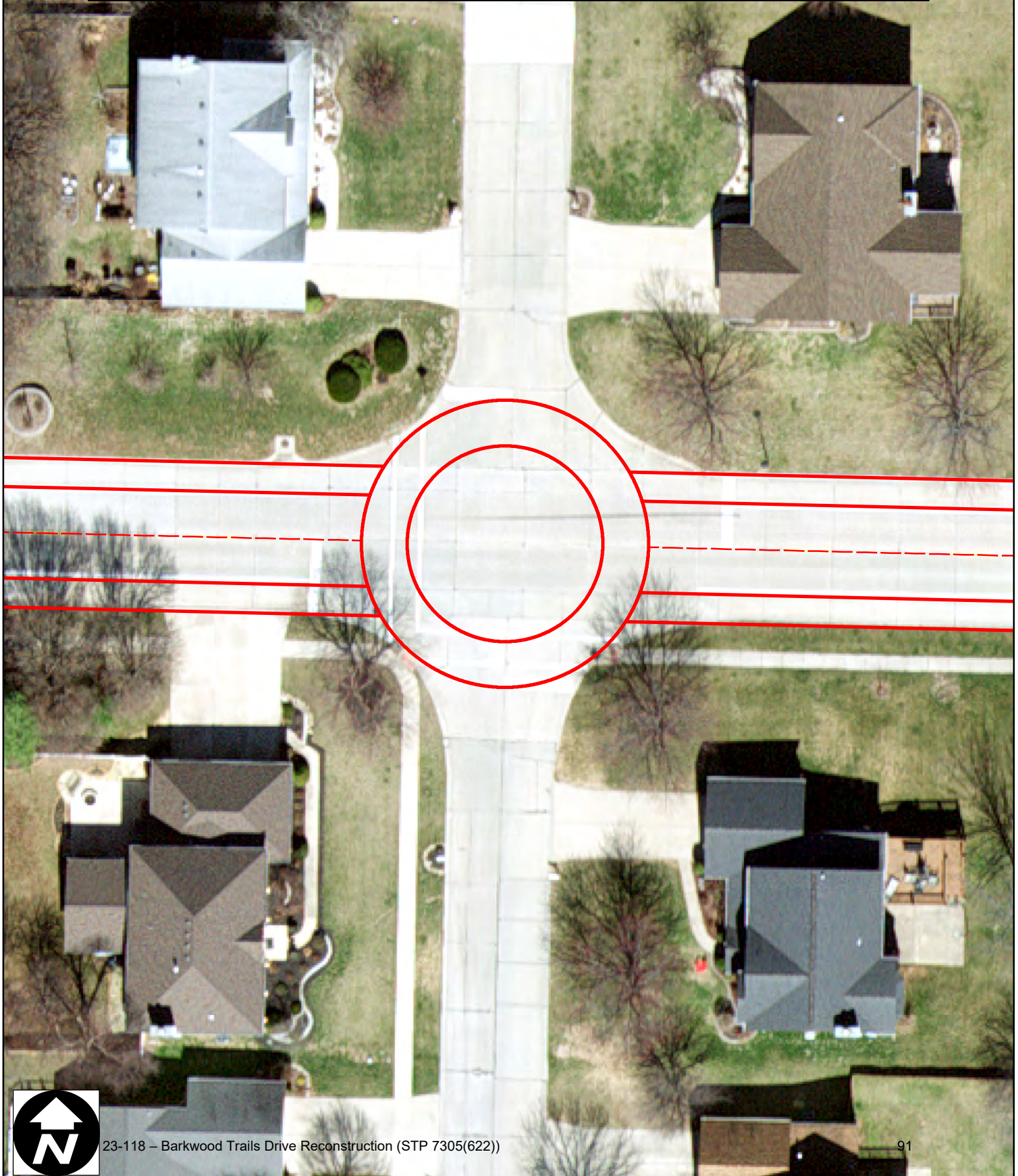
CITY OF ST. PETERS
BARKWOOD TRAILS DRIVE RECONSTRUCTION
KELLY LEAF DRIVE



CITY OF ST. PETERS
BARKWOOD TRAILS DRIVE RECONSTRUCTION
SPRUCE STREET



CITY OF ST. PETERS
BARKWOOD TRAILS DRIVE RECONSTRUCTION
WYATT DRIVE



CITY OF ST. PETERS
BARKWOOD TRAILS DRIVE RECONSTRUCTION
BARKWOOD TRAILS DRIVE 2



Road Condition Evaluation Form

East-West Gateway Council of Governments (EWG) uses the Pavement Surface Evaluation and Rating (PASER) Manual to evaluate pavement condition. This visual rating system developed by the University of Wisconsin Transportation Information Center uses ratings ranging from 1 (failed) to 10 (excellent). If sponsors are unfamiliar with PASER, they are encouraged to review the PASER manuals online:

Asphalt Manual: <https://epd.wisc.edu/tic/publication/asphalt-paser-manual/>

Concrete Manual: <https://epd.wisc.edu/tic/publication/concrete-paser-manual/>

INSTRUCTIONS:

The first evaluation should be performed at the beginning of the project limits, with subsequent evaluations occurring at a uniform distance each 1/8 mile (660 feet) along the roadway until reaching the other end of the limits. If the project is less than 3/8 mile (1,980 feet), conduct three evaluations at a uniform distance (e.g., a 1/4 mile project would include three evaluations, spaced 440' apart). If the project is greater than one mile in length, conduct at least eight evaluations at a uniform distance (e.g., a 1 1/2 mile project would include eight evaluations, spaced 990' apart).

Record the PASER rating for each location in the table below. If multiple roadways are within the project limits, simply list the new roadway name in the column on the left. You may attach another sheet with additional locations if needed. Attach an evaluation sheet for each location (see next pages), a picture of each location, and a map showing all evaluation locations. Select the evaluation sheet that matches the surface type (asphalt or concrete).

| Roadway Name | Location # | Distance from start point | PASER Rating |
|----------------|------------|---------------------------|--------------|
| | 1 | START | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | 15 | | |
| | 16 | | |
| AVERAGE PASER: | | | |

Asphalt Evaluation Sheet

(Provide this page for each location.)

Roadway Name: _____

Date: _____

Evaluation Location #: _____ Distance from Start Point: _____ Location PASER Rating: _____

Check all that apply:

Raveling

Rutting

Transverse Cracks

Longitudinal Cracks

Flushing

Distortion

Reflection Cracks

Block Cracks

Polishing

Patches

Slippage Cracks

Alligator Cracks

Potholes

Comments:

Drainage:

Comments:

Concrete Evaluation Sheet

(Provide this page for each location.)

Roadway Name: _____

Date: _____

Evaluation Location #: _____ Distance from Start Point: _____ Location PASER Rating: _____

Check all that apply:

Wear & Polishing

Scaling

Transverse Slab Cracks

Meander Cracks

Map Cracking

D-Cracks

Shallow Reinforcing

Blowups

Pop-outs

Spalling

Corner Cracks

Faulting

Pavement Settling or Heave

Utility Repairs

Manhole/Inlet Cracks

Curb/Shoulder Deformation

Comments:

Drainage:

Comments:

Attachment C

Not Applicable
(This Page Left Intentionally Blank)

Attachment D



Capital Improvement Plan



2020

Fiscal Years: 2019/20 - 2024/25

September 10, 2020 • City of St. Peters, Missouri

Summary of Road and Signal Projects:

| PROJECT NAME | DESCRIPTION | 2013/20 BUDGET | | | 2020/21 | | | 2021/22 | | | 2022/23 | | | 2023/24 | | | 2024/25 | | |
|---|------------------------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|------------|------------|-----------|-----------|-----------|---------|------------|------------|-----------|
| | | EXPENSE | REVENUE | NET | EXPENSE | REVENUE | NET | EXPENSE | REVENUE | NET | EXPENSE | REVENUE | NET | EXPENSE | REVENUE | NET | EXPENSE | REVENUE | NET |
| OTHER COSTS | CONSTRUCTION | 130,000 | - | 130,000 | 130,000 | - | 130,000 | 130,000 | - | 130,000 | 130,000 | - | 130,000 | 130,000 | - | 130,000 | 130,000 | - | 130,000 |
| QUEENSBROOK @ HARVESTER INTERSECTION AND SIGNAL | DESIGN | - | - | - | - | - | - | - | - | - | 100,000 | 100,000 | - | - | - | - | - | - | - |
| QUEENSBROOK @ HARVESTER INTERSECTION AND SIGNAL | ROW | - | - | - | - | - | - | - | - | - | - | - | - | 35,000 | 35,000 | - | - | - | - |
| QUEENSBROOK @ HARVESTER INTERSECTION AND SIGNAL | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 700,000 | 700,000 | - |
| QUEENSBROOK @ HARVESTER INTERSECTION AND SIGNAL | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| MUMDO CORRIDOR IMPROVEMENTS (COTTLEVILLE HWY to EDC) | CONSTRUCTION | 74,830 | 32,135 | 42,695 | - | - | - | - | - | - | - | - | - | - | - | - | - | 467,000 | (467,000) |
| MCCLAY ROAD RESURFACING II (JUNGERMANN ROAD TO MCCLAY VALLEY) | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,335,430 | 1,688,130 | 352,699 |
| CENTENNIAL GREENWAY PHASE 4 | DESIGN | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CENTENNIAL GREENWAY PHASE 4 | ROW | 50,000 | 48,000 | 10,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CENTENNIAL GREENWAY PHASE 4 | UTILITY | 100,000 | 80,000 | 20,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CENTENNIAL GREENWAY PHASE 4 | CONSTRUCTION | 5,100,000 | 608,115 | 4,491,885 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ARROWHEAD RD.-SR INTERSECTION | DESIGN | 19,990 | - | 19,990 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ARROWHEAD RD.-SR INTERSECTION | ROW | 85,000 | - | 85,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ARROWHEAD RD.-SR INTERSECTION | CONSTRUCTION | 1,108,515 | 1,809,460 | 97,075 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SUEMANDY DRIVE WIDENING (GRAND TETON TO VMP) | DESIGN | - | - | - | - | - | - | - | - | - | 60,000 | 48,000 | 12,000 | - | - | - | - | - | - |
| SUEMANDY DRIVE WIDENING (GRAND TETON TO VMP) | ROW | - | - | - | - | - | - | - | - | - | - | - | - | 50,000 | 40,000 | 10,000 | - | - | - |
| SUEMANDY DRIVE WIDENING (GRAND TETON TO VMP) | UTILITY | - | - | - | - | - | - | - | - | - | - | - | - | 150,000 | 110,000 | 40,000 | - | - | - |
| SUEMANDY DRIVE WIDENING (GRAND TETON TO VMP) | CONST. ENGINEERING | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 30,000 | 16,000 | 4,000 |
| SUEMANDY DRIVE WIDENING (GRAND TETON TO VMP) | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 667,000 | 583,600 | 183,400 |
| JUNGERMANN ROAD BRIDGE REPLACEMENT | UTILITY | 148,000 | - | 148,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| JUNGERMANN ROAD BRIDGE REPLACEMENT | CONSTRUCTION (BAM) | 51,650 | - | 51,650 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| JUNGERMANN ROAD BRIDGE REPLACEMENT | CONSTRUCTION (ROADWAY) | 16,525 | - | 16,525 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| JUNGERMANN RD/370 | CONSTRUCTION | 8,365 | - | 8,365 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| JUNGS STATION ROAD RESURFACING | DESIGN | - | - | - | - | - | - | - | - | - | 228,565 | 182,805 | 45,760 | - | - | - | - | - | - |
| JUNGS STATION ROAD RESURFACING | ROW | - | - | - | - | - | - | - | - | - | - | - | - | 40,000 | 31,000 | 8,000 | - | - | - |
| JUNGS STATION ROAD RESURFACING | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,725,800 | 1,380,785 | 345,015 |
| CITYWIDE BRIDGE REHAB - MEXICO @ DARGYLE | DESIGN | - | - | - | 65,330 | 52,385 | 13,045 | - | - | - | - | - | - | - | - | - | - | - | - |
| CITYWIDE BRIDGE REHAB - MEXICO @ DARGYLE | CONSTRUCTION | - | - | - | - | - | - | - | - | - | 481,448 | 334,770 | 146,678 | - | - | - | - | - | - |
| CITYWIDE BRIDGE REHAB - MEXICO @ DARGYLE | CONSTRUCTION | - | - | - | - | - | - | - | - | - | 195,000 | 156,000 | 39,000 | - | - | - | - | - | - |
| CITYWIDE BRIDGE REHAB - MEXICO @ DARGYLE | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,300,000 | 1,248,000 | 52,000 |
| EXECUTIVE DRIVE EXTENSION | DESIGN | - | - | - | 90,000 | 72,000 | 18,000 | - | - | - | - | - | - | - | - | - | - | - | - |
| EXECUTIVE DRIVE EXTENSION | ROW | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| EXECUTIVE DRIVE EXTENSION | CONSTRUCTION | - | - | - | - | - | - | 650,000 | 520,000 | 130,000 | - | - | - | - | - | - | - | - | - |
| LUTHERAN ROAD EXT (Hwy/MEXICO TO EXECUTIVE CENTRE HWY) | DESIGN | - | - | - | - | - | - | - | - | - | - | - | - | 120,000 | 96,000 | 24,000 | - | - | - |
| LUTHERAN ROAD EXT (Hwy/MEXICO TO EXECUTIVE CENTRE HWY) | ROW | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| LUTHERAN ROAD EXT (Hwy/MEXICO TO EXECUTIVE CENTRE HWY) | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 810,000 | 648,000 | 162,000 |
| FLABING LED PEDESTRIAN CROSSING SIGNS - WILLOTT RD/INWOOD | CONSTRUCTION | 6,700 | - | 6,700 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SPENCER ROAD (LANE 5) DR TO LOT 18 OF 370 (LAKEVIEW PARK) | CONSTRUCTION | - | - | - | 1,000,000 | - | 1,000,000 | - | - | - | - | - | - | - | - | - | - | - | - |
| ARMAD @ 354 ENTRANCE MONUMENT | CONSTRUCTION | 75,000 | - | 75,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ARMAD @ 170 ENTRANCE MONUMENT | CONSTRUCTION | 150,000 | - | 150,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SPENCER RD EXTENSION (WEST END) | CONSTRUCTION | - | - | - | 1,400,000 | 1,400,000 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SPENCER ROAD & PREMIER HWY WEST TRANSPORTATION IMPROVEMENTS | DESIGN | 100,000 | 80,000 | 20,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SPENCER ROAD & PREMIER HWY WEST TRANSPORTATION IMPROVEMENTS | CONSTRUCTION | 1,200,000 | 758,856 | 441,144 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SALT RIVER RD/370 INTERCHANGE RAMP 1 | DESIGN | 310,000 | 315,000 | 5,000 | - | - | - | 3,350,340 | 3,114,305 | 236,035 | - | - | - | - | - | - | - | - | - |
| SALT RIVER RD/370 INTERCHANGE RAMP 1 | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SALT RIVER RD/370 INTERCHANGE RAMP 2 | DESIGN | 1,000,000 | 800,000 | 200,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SALT RIVER RD/370 INTERCHANGE RAMP 2 | ROW | 10,000 | 8,000 | 2,000 | - | - | - | 220,600 | 176,000 | 44,600 | - | - | - | - | - | - | - | - | - |
| SALT RIVER RD/370 INTERCHANGE RAMP 3 | CONSTRUCTION | - | - | - | - | - | - | - | - | - | 12,830,650 | 11,467,575 | 1,363,075 | - | - | - | - | - | - |
| ARMAD MULTI-USE PATH EXTENSION (HWY N TO MD 354) | DESIGN | - | - | - | - | - | - | 141,335 | 135,740 | 5,595 | - | - | - | - | - | - | - | - | - |
| ARMAD MULTI-USE PATH EXTENSION (HWY N TO MD 354) | ROW | - | - | - | - | - | - | - | - | - | 15,000 | 14,400 | 600 | - | - | - | - | - | - |
| ARMAD MULTI-USE PATH EXTENSION (HWY N TO MD 354) | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| EXECUTIVE CENTRE BLVD GREAT STREET | DESIGN | - | - | - | - | - | - | - | - | - | - | - | - | 1,088,000 | 1,035,320 | 52,680 | - | - | - |
| EXECUTIVE CENTRE BLVD GREAT STREET | ROW | - | - | - | - | - | - | - | - | - | 255,000 | 204,000 | 51,000 | - | - | - | - | - | - |
| EXECUTIVE CENTRE BLVD GREAT STREET | UTILITY | - | - | - | - | - | - | - | - | - | - | - | - | 100,000 | 80,000 | 20,000 | - | - | - |
| EXECUTIVE CENTRE BLVD GREAT STREET | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 100,000 | 96,000 | 4,000 |
| 7-7000 & 10000 ADJACENT STUDY | CONSTRUCTION | - | - | - | - | - | - | 300,000 | 240,000 | 60,000 | - | - | - | - | - | - | 1,500,000 | 1,440,000 | 60,000 |
| JUNGERMANN ROAD SAFETY IMPROVEMENTS | DESIGN | 160,745 | 158,000 | 2,745 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SPENCER ROAD RECONSTRUCTION | DESIGN | 121,450 | 97,160 | 24,290 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SPENCER ROAD RECONSTRUCTION | ROW | - | - | - | 10,000 | 8,000 | 2,000 | - | - | - | - | - | - | - | - | - | - | - | - |
| SPENCER ROAD RECONSTRUCTION | UTILITY | - | - | - | - | - | - | - | - | - | 10,000 | 9,600 | 400 | - | - | - | - | - | - |
| SPENCER ROAD RECONSTRUCTION | CONSTRUCTION | - | - | - | - | - | - | - | - | - | 1,508,175 | 1,448,810 | 59,365 | - | - | - | - | - | - |
| MEXICO ROAD SIDEWALK AND STABILIZATION | DESIGN | - | - | - | - | - | - | - | - | - | 128,500 | 123,160 | 5,340 | - | - | - | - | - | - |
| MEXICO ROAD SIDEWALK AND STABILIZATION | ROW | - | - | - | - | - | - | - | - | - | - | - | - | 165,000 | 159,400 | 5,600 | - | - | - |
| MEXICO ROAD SIDEWALK AND STABILIZATION | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 20,000 | 19,200 | 800 |
| BARKWOOD TRAILS RECONSTRUCTION | DESIGN | - | - | - | - | - | - | - | - | - | 234,363 | 224,870 | 9,493 | - | - | - | - | - | - |
| BARKWOOD TRAILS RECONSTRUCTION | ROW | - | - | - | - | - | - | - | - | - | - | - | - | 30,000 | 28,800 | 1,200 | - | - | - |
| BARKWOOD TRAILS RECONSTRUCTION | UTILITY | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| BARKWOOD TRAILS RECONSTRUCTION | CONSTRUCTION | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ARMAD @ ST. PETERS-HOWELL RD INTERSECTION | DESIGN | - | - | - | 60,270 | 57,860 | 2,410 | - | - | - | 40,000 | 38,400 | 1,600 | - | - | - | 1,768,345 | 1,638,495 | 70,770 |
| ARMAD @ ST. PETERS-HOWELL RD INTERSECTION | ROW | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ARMAD @ ST. PETERS-HOWELL RD INTERSECTION | CONSTRUCTION | - | - | - | - | - | - | - | - | - | 455,340 | 417,630 | 37,710 | - | - | - | - | - | - |
| TRUMAN ROAD FLOOD MITIGATION | DESIGN | - | - | - | 143,300 | 138,970 | 4,330 | - | - | - | - | - | - | - | - | - | - | - | - |
| TRUMAN ROAD FLOOD MITIGATION | CONSTRUCTION | - | - | - | 1,432,500 | 1,389,250 | 43,250 | - | - | - | - | - | - | - | - | - | - | - | - |
| SALT RIVER ROAD MULTI-USE PATH (ARMAD to SPENCER ROAD) | DESIGN | - | - | - | - | - | - | 100,000 | 80,000 | 20,000 | - | - | - | - | - | - | - | - | - |
| SALT RIVER ROAD MULTI-USE PATH (ARMAD to SPENCER ROAD) | ROW | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SALT RIVER ROAD MULTI-USE PATH (ARMAD to SPENCER ROAD) | CONSTRUCTION | - | - | - | - | - | - | - | - | - | 50,000 | 40,000 | 10,000 | - | - | - | - | - | - |
| GRAND TOTAL FUNDED ROAD AND SIGNAL PROJECTS | | 6,655,490 | 3,961,716 | 2,693,774 | 4,311,400 | 3,008,345 | 1,311,055 | 4,811,735 | 4,104,445 | 517,290 | 16,684,775 | 14,851,321 | 1,833,554 | 2,664,000 | 2,245,400 | 418,600 | 11,018,345 | 10,338,870 | 780,275 |



*Rec-Plex
Natatorium
Renovation
Project*



2020-2021 ANNUAL BUDGET

City of St. Peters, Missouri

CITY OF ST. PETERS
TRANSPORTATION TRUST FUND – TDS
STREETS MAINTENANCE



FY21 OBJECTIVES

1. Continue to promote "Safety First" to all employees and achieve zero lost work days. 1
2. Maintain overall customer service rating to a minimum of 90%. 1 1
3. Complete the 2020/21 pavement management program as scheduled and budgeted. 2,4 1,2,3
4. Seek and obtain available transportation funding to leverage the project budgets for various transportation maintenance projects. 2,3
5. Continue implementation of the Gateway Guide Bike Plan and incorporate best operation practices in to ongoing and upcoming City transportation projects. 5 2 2
6. Assist with development and implement City ADA transition plan. 2,5 3 1 2



CITY OF ST. PETERS
TRANSPORTATION TRUST FUND – TDS
TRAFFIC MANAGEMENT



PRIOR YEAR OBJECTIVES AND RESPONSES TO THOSE OBJECTIVES

1. Continue to promote "Safety First" to all employees and achieve zero lost work days. 1
(Ongoing. To date the Traffic Department has achieved 4,855 calendar days without a lost time accident.)
2. Maintain overall customer service rating to a minimum of 90%. 1 1
(Ongoing. The Traffic Department currently has a 100% overall customer service rating.)
3. Complete the 2019/20 traffic signal capital replacement program as scheduled and budgeted. 2,4 1,2,3
(Ongoing. The Traffic department has scheduled the replacement of 2 traffic signals and construction of 1 new signal.)
4. Complete the 2019/20 road and signal improvement projects as scheduled and budgeted.
 2,4,5 2 3 4 2
(Ongoing. The Traffic department is currently managing the construction of 3 road and signal projects. 2 additional projects will be bid and awarded in late spring or early summer 2020.)
5. Seek and obtain available transportation funding to leverage the project budgets for various transportation maintenance projects. 2,3
(Ongoing. The department submitted 6 project for federal funding consideration totaling \$10,000,000. The department will be submitting 5 St. Charles County Road Board funding applications, totaling \$5,300,000, in late March.)
6. Continue implementation of the Gateway Guide Bike Plan and incorporate best operation practices in to ongoing and upcoming City transportation projects. 5 2 2
(Ongoing. Design is ongoing for the Centennial Greenway Phase 4 project. Gateway Bike Plan elements are being included in the design of future road and traffic signal projects.)
7. Continue implementation of City ADA Transition Plan. 2,5 3 1 2
(Ongoing. The City's ADA Transition Plan was formally adopted in 2019. Budgeted transportation related capital and maintenance projects include accessible improvements. The plan will be updated to include appendices summarizing the accessible improvements completed.)
8. Prepare and implement Bridge Maintenance Plan. 2,4 2,3 1 2
(Ongoing. The department has prepared a draft bridge management plan modeled after the plan adopted by the Missouri Department of Transportation (MODOT). Staff is attending bridge maintenance training and submitting federal funding applications to implement plan elements.)

FY21 OBJECTIVES

1. Continue to promote "Safety First" to all employees and achieve zero lost work days. 1
2. Maintain overall customer service rating to a minimum of 90%. 1 1
3. Complete the 2020/21 traffic signal capital replacement program as scheduled and budgeted. 2,4 1,2,3
4. Complete the 2020/21 road and signal improvement projects as scheduled and budgeted.
 2,4,5 2 3 4 2
5. Seek and obtain available transportation funding to leverage the project budgets for various transportation maintenance projects. 2,3
6. Continue implementation of the Gateway Guide Bike Plan and incorporate best operation practices in to ongoing and upcoming City transportation projects. 5 2 2
7. Continue implementation of City ADA Transition Plan. 2,5 3 1 2
8. Prepare and implement Bridge Maintenance Plan. 2,4 2,3 1 2
9. Prepare and implement Traffic Management Plan. 2,4 3 4 1 2
10. Prepare on and off street bicycle and pedestrian plan that coincides with Great Rivers Greenway master plan.
 2,5 2 2



Attachment E

Operations and Maintenance Form

| | | | |
|---|-----------------------------|---|--------------------------------------|
| | Name of Local Public Agency | City of St. Peters | |
| | State | Missouri | |
| 1. How many lane miles (total) are maintained by your city/agency, or for transit agencies how many vehicles are in your fleets. If unable to provide lane miles then list centerline miles. | | | |
| Lane miles vs Centerline miles If you don't know what the difference between a lane mile and centerline mile contact Jason Lange | | | |
| Total Lane Miles | | 547 (in miles) | or Total Centerline Miles (in miles) |
| <i>Transit Agencies Only</i> # of Vehicles in Fleet | | | |
| 2. Budget Information | | | |
| Year of most recent budget | | 2021 | Entire municipal or county budget |
| Budgeted total revenue | | \$95,653,120.00 | |
| Sources of revenue (i.e. sales tax, property tax, motor fuel tax) | | Sales tax, property tax, transportation sales tax and various license, operation and service fees | |
| 3. Total expenditures for transportation operations and maintenance – from your current budget <i>(This would include, in total, how much is budgeted for: salaries, fringe benefits, materials and equipment needed to deliver the roadway and bridge maintenance programs. This includes basic maintenance activities like minor surface treatments such as: sealing, small concrete repairs and pothole patching; mowing right of way; snow removal; replacing signs; striping; repairing guardrail; and repairing traffic signals) - DO NOT INCLUDE CAPITAL IMPROVEMENTS SUCH AS OVERLAY RESURFACING, TIP PROJECTS, OR OTHER MAJOR ROAD/SIDEWALK PROJECTS</i> | | | |
| Total Transportation Operations and Maintenance Expenditures | | \$10,742,235.00 | |

Please use information from the most current budget for your city/agency.

Updated: 10/2018

APPENDIX E
AFFIDAVIT ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

STATE OF _____

COUNTY OF _____

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____

and I am currently the _____

of _____ (hereinafter
"Contractor"),

whose business address is _____, and I
am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of St Peters.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Affiant saith not.

[SIGNATURE]

[printed name], Affiant

Subscribed and sworn to before me this _____ day of _____, _____