

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**7 A**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the Mayor to execute a contract with CBB Transportation Engineers and Planners to provide design engineering, construction inspection, and right-of-way acquisition services for the Jeffco at Tenbrook intersection road improvements federal project number CMAQ-5403(668).

**SUMMARY EXPLANATION:** This resolution authorizes the Mayor to execute a contract with CBB Transportation Engineers and Planners to provide design engineering, construction inspection, and right-of-way services for the Jeffco at Tenbrook intersection road improvements project CMAQ-5403(668) for the City of Arnold subject to the approval of the City Council and MoDOT approval as required by the federal cost participation requirements.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The City Council must approve contract agreements.

**What does this action accomplish?** This contract approval allows CBB Transportation Engineers and Planners to provide the engineering services needed to undertake the design of improvements to the Jeffco at Tenbrook Road intersection.

**Positive impacts and to whom?** Will provide positive vehicle and pedestrian traffic flow improvements for the Fox school campus as well as the traffic flow on Jeffco Blvd. and Tenbrook Road.

**Negative impacts and to whom?** None.

**ADDITIONAL COMMENTS:** Consultant selection was based on the State of Missouri requirements for Qualification Based Selection (QBS) process.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** CBB Engineers and Planners      **Previous City Contracts:** Yes

**Transaction amount** \$73,742.77 design phase      **MBE/WBE Participation** Yes  
\$61,221.50 construction inspection phase

**Transaction type:** Contract Total = \$134,964.27

**Comments:** QBS process was used to select CBB Transportation Engineers & Planners

**SUMMARY OF SELECTION PROCESS**

**Number of proposals:** 5      **Low bid:** NA      **High bid:** NA

**Comments:** Professional services selection. No bidding allowed

**SUMMARY OF BUDGET/COST**

**Budgeted amount: \$810,000**

**Addl. Funding Required:**

**Comments: Not at this time.**

RESOLUTION NO: 15-65

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
A CONTRACT WITH CBB TRANSPORTATION ENGINEERS & PLANNERS FOR  
ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR  
THE JEFFCO BLVD. AT TENBROOK ROAD IMPROVEMENTS FEDERAL  
PROJECT # (CMAQ -5403(668))

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be and is hereby authorized to enter into a contract agreement with CBB Transportation Engineers & Planners to provide engineering design and construction services, for the Jeffco Blvd. at Tenbrook Road Improvements in the amount of \$73,742.77 for Engineering Design Fees and \$61,221.50 for Construction Phase engineering inspection (CE) services, subject to annual budget appropriations.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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

December 10, 2015

15-65 Jeffco Tenbrook Resolution Engineering 2015

**SPONSOR:** City of Arnold, Missouri  
**LOCATION:** Jeffco Boulevard (MO Route 61-67) and Tenbrook Road  
**PROJECT:** Jeffco Boulevard and Tenbrook Road Interseciton Improvements  
Project Name/Number CMAQ-5403(668)

*THIS CONTRACT* is between *City of Arnold, Missouri*, hereinafter referred to as the "Local Agency", and *George L. Crawford and Associates, Inc. dba CBB – 12400 Olive Boulevard Suite 430, St. Louis, Missouri*, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Congestion Mitigation and Air Quality - CMAQ*, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct *traffic signal and intersection improvememnts at the intersection of Jeffco Boulevard and Tenbrook Road* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

- A. DESIGN PHASE – The Engineer will perform the following services
1. Provide project oversight between CBB and the subconsultants on this project. Coordinate tasks and provide liaison between the design team, Local Agency and MoDOT.
  2. Engineer will visit the site to field check obtained from previous Local Agency project and take site photographs for our use.
  3. Engineer will coordinate with representatives from the Local Agency to discuss project elements and gain concurrence prior to submitting preliminary plans to MoDOT. Engineer will make changes to the previously developed plans based on any comments received from the Local Agency.
  4. Engineer will submit the preliminary plans for the improvements to Jeffco Blvd and Tenbrook Road to MoDOT for review and comment/approval. Preliminary plans will include cover sheet, plan sheets, typical sections and pavement marking plans.
  5. Engineer will prepare traffic signal and lighting plans upon receipt of geometric approval from MoDOT.
  6. Right of way plans will be prepared for submittal to and approval from MoDOT by Engineer in order to obtain and A-Date and obtain Authority to Negotiate for right of way.
  7. Appropriate exhibits and descriptions will be provided to the Local Agency for obtaining the necessary right of way and easements for the project. These exhibits will be prepared by the subconsultant surveyor, (Civil Design, Inc).



8. O.R. Colan, on behalf of the Local Agency, will obtain necessary Title Reports for property being acquired and negotiate with property owners.
  9. Upon Right of Way plan approval from MoDOT, final roadway and traffic signal construction plans and documents will be completed by Engineer. Final construction drawings will include drainage design, warping details, pavement marking plans, traffic control plans, cross sections and other sheets necessary to construct the improvements. These plans will be developed concurrently with the right of way negotiations.
  10. Upon receipt of construction authorization from MoDOT, Engineer will provide the Local Agency an adequate number of plan sets, specifications, cost estimates, bid documents, and a list of qualified area bidders. We will assist the local agency with advertising for bids, evaluation of bids, and requesting concurrence in award from MoDOT.
- B. CONSTRUCTION PHASE - The Engineer will assist the Local Agency in administering the terms of the construction contract between Local Agency and their Contractor. The Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Specifically, the Engineer will:
1. Assist the Local Agency with a preconstruction conference to discuss project details with the Contractor.
  2. Make daily site visits, during periods in which the contractor is actively engaged in project related to roadway construction activities, to observe the Contractor's progress and quality of work and to determine if the work conforms to the contract documents. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested. Engineer will also perform the above mentioned duties related to the signal, and lighting construction.
  3. Review shop drawings for all roadway, signal and lighting items.
  4. Prepare traffic signal timing plans, program the new traffic signal controller and assist the contractor in turning on the new traffic signal.
  5. Prepare all change orders as approved by the Local Agency.
  6. Prepare all MoDOT LPA Manual documents as required throughout the Construction Phase.
  7. Participate in final inspection with the Local Agency.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 8% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 10.25% of the total services for the Design Phase and 11.07% fro the Construction Phase to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
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**Design Phase**

Civil Design, Inc	Surveying	\$7,558.66	\$ 73,742.77	100%
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**Construction Phase**

TSI Geotechnical	Material Testing	\$6,778.60	\$ 61,221.50	100%
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**ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

**ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;

- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

#### **ARTICLE V - PERIOD OF SERVICE**

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

- A. PS&E Approval by MoDOT shall be complete by August 30, 2016
- B. Construction Phase shall be completed 60 days after the construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

#### **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

#### **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For Preliminary Design services, including work through the PS&E approval, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,900.62, with a ceiling established for said design services in the amount of \$73,742.77, which amount shall not be exceeded.

- B. For Construction Engineering services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 5,636.03, with a ceiling established for said inspection services in the amount of \$ 61,221.50, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount estimated at 76.96% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount estimated at 84.49% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of

the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

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

**ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

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

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: **Design Phase** - *Easement and right of way plat and description preparation, right of way negotiations and subsurface utility coordination.* **Construction Phase** - *Testing of Materials*

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Design Phase		
Civil Design, Inc.	1552 S 7 <sup>th</sup> St. St. Louis, MO 63104	Plat/Easement St. Louis, Preparation
O.R. Colan Associates	4 Westbury Drive, Suite A St. Charles, MO 63301	RW Appraisal/Netotiation
Cardno	14 Sunnen Drive, Suite 143 St. Louis, MO 63143	Utility Coordination

Construction Phase

TSI Geotechnical, Inc.

1340 N Price Road  
St. Louis, MO 63132

Material Testing

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

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

#### **ARTICLE XI - RETENTION OF RECORDS**

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

#### **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

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



services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

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

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

## **ARTICLE XVIII - NONDISCRIMINATION**

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

## **ARTICLE XIX – LOBBY CERTIFICATION**

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

## **ARTICLE XX – INSURANCE**

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



occurrence;

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

#### **ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost – Design Phase

Attachment C – Estimate of Cost – Construction Phase

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

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

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the County/Local Agency this \_\_ day of \_\_\_\_\_, 20\_\_.

**FOR: City of Arnold, Missouri**

**BY:** \_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
City Clerk

**FOR: George L. Crawford and Associates, Inc. dba CBB**

**BY:** \_\_\_\_\_  
Christopher M. Brammeier, PE, PTOE, Principal

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

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

\_\_\_\_\_  
LOCAL AGENCY AUDITOR

**ATTACHMENT A**

**Scope of Services**

**See ARTICLE I – SCOPE OF SERVICES**

## ATTACHMENT B

### ESTIMATE OF COST – DESIGN PHASE

City of Arnold - CMAQ-5403(668)  
Jeffco Blvd. at Tenbrook Road  
Arnold, MO

#### Design Phase

	HOURS	RATE	COST
Sr. Eng. IV	40	\$51.00	\$2,040.00
Project Eng. V	160	\$43.50	\$6,960.00
Project Eng. V	80	\$41.50	\$3,320.00
Designer	80	\$25.50	\$2,040.00
Technician	40	\$24.50	\$980.00
Financial Admin	10	\$28.00	\$280.00

Subtotal for Design Phase \$15,620.00

Payroll / General & Administrative Overhead (161.45%) \$25,218.49

Total Labor & Overhead \$40,838.49

Fixed Fee (12% x Total Labor & Overhead Rate) \$4,900.62

DESIGN PHASE TOTAL INCLUDING LABOR, OH & FIXED FEE \$45,739.11

#### OTHER DIRECT COSTS

Mileage	Miles:	600	\$ 0.575	\$345.00
Printing				<u>\$0.00</u>
SUBTOTAL FOR DIRECT COSTS				\$345.00

#### Subcontract Pass-Thru

Cardno TBE	SUE Work	\$4,500.00
Civil Design, Inc.	RW Plats, Drainage	\$7,558.66
O.R. Colan	Right of Way	\$15,600.00

GRAND TOTAL FOR DESIGN PHASE \$73,742.77

## ATTACHMENT C

### ESTIMATE OF COST – CONSTRUCTION PHASE

#### ATTACHMENT C - ESTIMATE OF COST

City of Arnold - CMAQ-5403(668)  
Jeffco Blvd. at Tenbrook Road  
Arnold, MO

#### Construction Phase

	HOURS	RATE	COST
Sr. Eng. IV	40	\$51.00	\$2,040.00
Project Eng. V	120	\$43.50	\$5,220.00
Project Eng. V	40	\$41.50	\$1,660.00
Inspector	360	\$24.50	\$8,820.00
Financial Admin	8	\$28.00	\$224.00
Subtotal for Construction Phase			\$17,964.00

Payroll / General & Administrative Overhead (161.45%) \$29,002.88  
Total Labor & Overhead \$46,966.88

Fixed Fee (12% x Total Labor & Overhead Rate) \$5,636.03  
CONSTRUCTION PHASE TOTAL INCLUDING LABOR, OH & FIXED FEE \$52,602.90

#### OTHER DIRECT COSTS

Mileage Miles: 3200 \$ 0.575 \$1,840.00

SUBTOTAL FOR DIRECT COSTS \$1,840.00

#### Subcontract Pass-Thru

TSI Geotechnical, Inc. Material Testing \$6,778.60

GRAND TOTAL FOR CONSTRUCTION PHASE \$61,221.50

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT E

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

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,



debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment F**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
  - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
  - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
  - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
  - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE

Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
  - A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
  - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
  - C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
  - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
  - E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
  - F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
  - G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
  - H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance

required by the Commission or by the Engineer.

- I. Made effective use of the services of available disadvantageded business organizations, minority contractors' groups, disadvantageded business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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

**Firm Name (Consultant):** George L. Crawford and Associates, Inc. dba CBB

**Project Owner (LPA):** City of Arnold, Missouri

**Project Name:** Jeffco Boulevard and Tenbrook Road Intersection Improvements

**Project Name/Number:** CMAQ-5403(668)

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

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

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

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

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


LPA

Consultant

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

Printed Name: Christopher Brammeier

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

Signature: 

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

Date: 12/9/15

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri )  
 ) ss  
COUNTY OF St. Louis )

On the 27th day of April, 2015, before me appeared Srinivasa R. Yanamanamanda,  
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the Principal/CFO of George L. Crawford & Assoc. dba CBB, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any 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).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Srinivasa R. Yanamanamanda  
Affiant Signature

Subscribed and sworn to before me in St. Louis County, MO, the day and year first above-written.  
city (or county) state

Diane M. Miromonti  
Notary Public

My commission expires: 06/18/2017

*[documentation of enrollment/participation in a federal work authorization program attached]*

**DIANE M. MIROMONTI**  
Notary Public - Notary Seal  
**STATE OF MISSOURI**  
St. Louis County  
My Commission Expires 6/18/2017  
Commission # 13477607

# E-Verify<sup>®</sup>

## Employment Eligibility Verification



Welcome  
Srinivasa  
Yanamanna...

User ID  
SYAN1202

Last Login  
10:25 AM - 06/24/2014 Log Out

Click any for help

- Home
- My Cases**
  - New Case
  - View Cases
  - Search Cases
- My Profile**
  - Edit Profile
  - Change Password
  - Change Security Questions
- My Company**
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- My Reports**
  - View Reports
- My Resources**
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Share Ideas
  - Contact Us

### Company Information

**Company Name:** George L. Crawford and Associates, Inc.

[View / Edit](#)

**Company ID Number:** 200504

**Doing Business As (DBA) Name:** CBB

**DUNS Number:** 048849038

#### Physical Location:

**Address 1:** 12400 Olive Blvd Ste 430

**Address 2:**

**City:** Saint Louis

**State:** MO

**Zip Code:** 63141

**County:** SAINT LOUIS

#### Mailing Address:

**Address 1:** P.O. Box 28727

**Address 2:**

**City:** Saint Louis

**State:** MO

**Zip Code:** 63146

#### Additional Information:

**Employer Identification Number:** 431014538

**Total Number of Employees:** 20 to 99

**Parent Organization:**

**Administrator:**

#### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 2

[View / Edit](#)



Company ID Number: 200504

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Crawford, Bunte, Brammeier** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 200504

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 200504

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 200504

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

Company ID Number: 200504

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



Company ID Number: 200504

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 200504

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 200504

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible





Company ID Number: 200504

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### ARTICLE IV

#### SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### ARTICLE V

#### PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number: 200504

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 200504

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Crawford, Bunte, Brammeier**

**Brad D Brammeier**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/24/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/24/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 200504

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: Crawford, Bunte, Brammeier

Company Facility Address: 1830 Craig Park Court

Saint Louis, MO 63146

Company Alternate

Address: P.O. Box 28727

Saint Louis, MO 63146

County or Parish: SAINT LOUIS

Employer Identification

Number: 431014538

North American Industry  
Classification Systems

Code: 541

Parent Company: Crawford, Bunte, Brammeier

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 200504

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Brad D Brammeier</b>	Fax Number:	<b>(314) 878 - 5876</b>
Telephone Number:	<b>(314) 878 - 6644 ext. 28</b>		
E-mail Address:	<b>bbrammeier@cbbtraffic.com</b>		

### Consultant Selection Rating

**County: Jefferson**

**Route: Jeffco Blvd./Tenbrook Intersection**

**Project: Tenbrook Road/Fox Schools Exit (Summary of Rating Sheets scoring)**

**Date: 11/23/15**

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total  100
Cole	25	21	25	71
Amec Foster Wheeler	32	22	32	86
Hurst-Rosche	21	22	21	64
HR Green	23	22	26	71
CBB Engineers & Planners	31	23	33	87

**Raters:** Ed Blattner, Tom Palasky, & Deion Christopher

### Consultant Selection Rating

County: Jefferson

Route: Jeffco Blvd./Tenbrook Intersection

Project: Tenbrook Road/Fox Schools Exit

Date: 11/23/15

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total
COLE	25	26	29	80
AMEC FOSTER WHEELER	27	27	28	82
HURST-ROSCHE	26	28	27	81
HR GREEN	29	28	28	85
CBB	31	30	29	90

Raters:

Ed Blattner, Tom Palasky, & Deion Christopher

### Consultant Selection Rating

County: Jefferson

Route: Jeffco Blvd./Tenbrook Intersection

Project: Tenbrook Road/Fox Schools Exit

Date: 11-23-15

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total 100
CBB	32	30	31	93
Hurst-Rosche, Inc	28	28	26	82
Cole	29	27	27	83
Amec Foster Wheeler	29	28	27	84
HR Green	30	29	30	89

Raters:

Ed Blattner, Tom Palasky, & Deion Christopher

### Consultant Selection Rating

**County:** Jefferson  
**Route:** Jeffco Blvd./Tenbrook Intersection  
**Project:** Tenbrook Road/Fox Schools Exit  
**Date:** 11/20/15

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total 100
CBB	30	10	40	80
cole	20	10	20	50
Amec Foster wheeler	40	10	40	90
HR Green	10	10	20	40
Hurst-Rasche, Inc.	10	10	10	30

**Raters:** Ed Blattner, Tom Palasky, & Deion Christopher



**GEORGE L. CRAWFORD & ASSOCIATES, INC. D/B/A CBB**

**SCHEDULE OF OVERHEAD RATE**

**Year ended December 31, 2014**

	Financial statement	Unallowed costs	FAR reference	Audited	
DIRECT LABOR	\$ 1,142,676	\$ -		\$ 1,142,676	
FRINGE BENEFITS					76.96%
401k Pension Fund	\$ 72,170	\$ -		\$ 72,170	
Corporate Taxes	341,327	(155,971)	(1)	185,356	
Holiday/Vacation/Sick	258,276	-		258,276	
Bonuses	502,982	(300,000)	(2)	202,982	
Medical, Life & Disability Insurance	140,278	-		140,278	
Dental	19,937	-		19,937	
Employee Benefits	438	-		438	
	<u>\$ 1,335,408</u>	<u>(455,971)</u>		<u>\$ 879,437</u>	
GENERAL OVERHEAD					84.49%
Non-Project Labor	\$ 509,896	\$ -		\$ 509,896	
Auto Allowance	18,000	(18,000)	(3)	-	
Auto Repair and Expenses	2,641	-		2,641	
Travel	148,596	(54,770)	(4)	93,826	
Business Entertainment	16,867	(16,867)	(3)	-	
Engineering and Office Supplies	47,988	-		47,988	
Prints	5,447	(1,168)	(4)	4,279	
Telephone	32,290	-		32,290	
Rent and Utilities	105,434	-		105,434	
Liability Insurance	43,722	-		43,722	
Maintenance and Equipment Repair	62,930	-		62,930	
Professional Fees and Dues	5,339	-		5,339	
Subscriptions, Books and Publications	927	-		927	
Consulting Fees	209,895	(209,895)	(4)	-	
Memberships, Training, Conferences	30,865	-		30,865	
Postage	1,201	(60)	(4)	1,141	
Legal and Audit	23,662	(17,143)	(5)	6,519	
Depreciation	66,617	(66,617)	(3)	-	
Interest	4,995	(4,995)	(3)	-	
Insurance (Workers Comp.)	6,745	-		6,745	
Insurance (Other)	1,615	(1,615)	(3)	-	
Advertising	11,535	(11,535)	(3)	-	
Miscellaneous	6,097	(6,097)	(3)	-	
Contributions	5,069	(5,069)	(3)	-	
Gifts	-	-	(3)	-	
Outside Services	10,628	-		10,628	
Bank Charges	262	-		262	
	<u>\$ 1,379,263</u>	<u>\$ 413,831</u>		<u>\$ 965,432</u>	
TOTAL INDIRECT COSTS ALLOCATED TO PROJECTS				<u>\$ 1,844,869</u>	
PERCENT OF DIRECT LABOR				<u>161.45%</u>	

- (1) Federal income taxes paid
- (2) Profit sharing from bonuses
- (3) Unallowable cost
- (4) Direct cost
- (5) Attorney fees for organization, debt collections

### Consultant Selection Rating

**County: Jefferson**

**Route: Jeffco Blvd./Tenbrook Intersection**

**Project: Tenbrook Road/Fox Schools Exit (Summary of Rating Sheets scoring)**

**Date: 11/23/15**

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total  100
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CBB Engineers & Planners	31	23	33	87

**Raters:** Ed Blattner, Tom Palasky, & Deion Christopher

### Consultant Selection Rating

**County:** Jefferson  
**Route:** Jeffco Blvd./Tenbrook Intersection  
**Project:** Tenbrook Road/Fox Schools Exit  
**Date:** 11/28/15

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total
COLE	25	26	29	80
AMEC FOSTER WHEELER	27	27	28	82
HURST-ROSCHE	26	28	27	81
HR GREEN	29	28	28	85
CBB	31	30	29	90

**Raters:** Ed Blattner, Tom Palasky, & Deion Christopher

### Consultant Selection Rating

County: Jefferson

Route: Jeffco Blvd./Tenbrook Intersection

Project: Tenbrook Road/Fox Schools Exit

Date: 11-23-15

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total 100
CBB	32	30	31	93
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Raters:

Ed Blattner, Tom Palasky, & Deion Christopher

### Consultant Selection Rating

**County:** Jefferson  
**Route:** Jeffco Blvd./Tenbrook Intersection  
**Project:** Tenbrook Road/Fox Schools Exit  
**Date:** 11/20/15

Consultant	Experience & Technical Competence (Max. points)	Capacity & Capability (Max. points)	Past Record of Performance (Max. points)	Total 100
CBB	30	10	40	80
cole	20	10	20	50
Amec Foster wheeler	40	10	40	90
HR Green	10	10	20	40
Hurst-Rasche, Inc.	10	10	10	30

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