



LEGAL NOTICE

City of Dardenne Prairie

***REQUEST FOR STATEMENT OF QUALIFICATION
(RFQ 970811-19)***

for

LAND ACQUISITION SERVICES

for the

Hanley Road Reconstruction and Improvement Project

in

Dardenne Prairie, Missouri

February 8, 2019

The City of Dardenne Prairie is seeking proposals for **Land Acquisition Services for the Hanley Road Reconstruction and Improvement Project**. The City reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies. All fee prices submitted must be guaranteed for ninety (90) days.

INSTRUCTIONS

The City of Dardenne Prairie, Missouri (the “City” or “Owner”) is currently seeking a **consultant** (the “Agent”) to provide the professional services required to act at the direction of and on behalf of the City to acquire land necessary to complete the **Hanley Road Reconstruction and Improvement Project** (the “Project”).

To facilitate the selection of the Agent for the Project, interested people/firms are invited to submit a proposal for consideration. Submittals must be in 8.5” x 11” format. All pages must be sequentially numbered within each section (not including cover, table of contents, or any section dividers). An identifiable tab sheet must precede each submission section. Include a detailed index for easy reference. One [1] signed original and two [2] signed copies of the proposal must be received in a sealed envelope plainly marked “Sealed Proposal for 970811-19 Hanley Road Reconstruction and Improvements Land Acquisition Services” with the due date and time in the lower left corner of the envelope. An authorized representative of the company/person submitting the proposal must sign in blue ink.

Sealed proposals must be submitted to City Clerk Kimberlie Clark, Dardenne Prairie City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri 63368 prior to **9:00 a.m. on Friday, March 1, 2019** (the “Deadline”). The City of Dardenne Prairie reserves the right to accept and/or reject any and all proposals.

INQUIRIES

Any questions or requests for clarifications concerning this Request for Statement of Qualification and questions or inquiries concerning the specifications must be submitted in writing by no later than February 20, 2019, via E-mail (preferred), mail or fax to:

Luke R. Kehoe, P.E., City Engineer
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, Missouri 63368
Fax: (636) 898-0923
Email: engineer@dardenneprairie.org

Any addendums to this RFQ will be posted on ‘<https://www.dardenneprairie.org/news>’ no later than 48 hours before due date.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Inquiries”, concerning this request is prohibited prior to the Deadline. Representative shall include, but not be limited to, all elected and appointed officials, and employees of the City of Dardenne Prairie and their Agents within the City of Dardenne Prairie.

Any proposer engaging in such prohibited communications prior to the Deadline may be disqualified at the sole discretion of the City of Dardenne Prairie.

GENERAL PROPOSAL TERMS AND CONDITIONS

- A. These terms and conditions are superseded by the specific contents of the proposal.
- B. The City of Dardenne Prairie reserves the right to reject any and all proposals or parts of a proposal and waive technicalities.
- C. All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of opening, unless specified in the proposal.
- D. City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to the City of Dardenne Prairie and must be excluded.
- E. The electronic version of this RFQ/proposal is available upon request. The document was entered into WORD for Microsoft Windows. The City of Dardenne Prairie does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this RFQ/proposal on file in the office of the City Clerk governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- F. An authorized officer of the company submitting the proposal must sign all proposals.
- G. Proposers shall submit one [1] signed original and one [1] signed copy of their proposal. The original proposal shall be so marked.
- H. All notations must be in ink or typewritten. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the proposal.
- I. **Prices for services must be included in submitted responses in separate sealed envelope and marked pursuant to Section III of this request. This information will not be used in the consultant selection process.**
- J. The City of Dardenne Prairie will not award any contract to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the CITY or who owes any amount(s) for delinquent Federal, State or Local taxes, fees or licenses.
- K. Sealed proposals received after the Deadline will not be opened.
- L. The successful proposer is specifically denied the right of using in any form or medium the names of the City of Dardenne Prairie for public advertising unless express written permission is granted.
- M. All proposers must maintain the necessary and appropriate business and/or professional licenses in their field.
- N. The proposer agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies.
- O. Award will be made to the firm best qualified and capable of performing the desired work, subject to successful contract execution.
- P. Proposer must complete Audit Clause for Contracts (See Appendix A of this solicitation).
- Q. This project is funded with a combination of local funds and Federal funds. Property acquisition will be subject to MoDOT review. The Agent will be expected to follow the general acquisition procedures for a Federally funded project.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of **five thousand dollars** by the CITY to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit (See Appendix B of this solicitation) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.520 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with the City of Dardenne Prairie shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: City Engineer; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a proposal solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when a negotiated contract based on the proposal is entered or all proposals are rejected. If the proposer believes that any information contained in or submitted with the proposal is protected from disclosure by the Missouri Sunshine Law, the proposer must clearly identify what information the proposer believes is so protected and must also clearly identify the legal basis therefor.

REQUEST FOR STATEMENT OF QUALIFICATION
Hanley Road Reconstruction and Improvement Project – Land Acquisition Services

SECTION I. BASIC SERVICES

- a. This project is funded with a combination of local funds and Federal funds. Property acquisition will be subject to MoDOT review. The Agent shall follow the general acquisition procedures for a Federally funded project.
- b. The basic services provided by the Agent shall include negotiating with the various property owners for the needed property, including right-of-way, permanent easements, and temporary easements, for which Agent shall be paid a per parcel fee equal to the fees provided in the fee schedule in Section III of this proposal. The City is providing preliminary plans for Agent to submit a proposal (see Appendix C). The City will provide engineering and right-of-way plans for Agent prior to the beginning Agent providing any land acquisition services. Any change to the number or type of parcels requiring land acquisition services will be handled by a change order or supplemental agreement. See Appendix D for the draft general form of Agreement planned to be used between the City and Agent for the Project land acquisition services
- c. All incidental "out-of-pocket" expenses such as mileage, duplicating, parking, telephone, etc., shall be included in and paid for as part of the fee per parcel for service.
- d. The Agent will obtain or prepare, at Agent's cost, title reports, general warranty deeds, Escrow Agreements, payment estimates, 60-day and 30-day offer letters for all the parcels for which right-of-way or easements are sought. In the interest of time, (1) Agent should concurrently work to secure appraisals, obtain title work and prepare pay estimates and (2) the 60-day and 30-day offer letters should be sent generally at the same time. A draft land acquisition schedule for the Project is provided in Appendix E.
- e. The Agent shall review all right-of-way documents and obtain an independently-prepared appraisal by a licensed appraiser for use in negotiating the purchase of land where applicable (generally for takings exceeding \$10,000) and prepare negotiators packet for each parcel to be acquired. All independently-prepared appraisals must be obtained from an appraiser who is listed on the MoDOT "Roster of Approved Contract Appraisers" available at:
http://epg.modot.org/index.php?title=LPA:136.8_Local_Public_Agency_Land_Acquisition&redirect=no
- f. The Agent will be expected to make multiple visits and/or hold multiple conversations with the respective parcel owners and/or their representatives. The Agent must meet in person with all owners and/or their representative. Referrals to condemnation without such meeting are not acceptable. It is the City's desire to keep the number of parcels requiring condemnation to a minimum.
- g. The Agent shall keep a file for each parcel. That file shall include a "negotiator's log" detailing any and all conversations with the owners of the parcel, along with a copy of all correspondence, e-mails, etc. exchanged with the owners.
- h. All counter-offers over and above the approved offer amount received by the Agent must be presented to the City along with a recommendation for approval or rejection for consideration and approval. These counteroffers and recommendations may be presented by letter or e-mail. Requests received for construction work in lieu of compensation will also be considered by the City.

- i. A parcel will be considered “completed” either at the time settlement is reached with the property owner(s) or the parcel is submitted for condemnation. Submittal for condemnation can only take place after sufficient effort has been made to negotiate in good faith with the property owner(s), or it is obvious that the owner(s) themselves have no interest in negotiating reasonably or in good faith, or refuse to talk with the Agent after repeated attempts to make contact.
- j. The City will “close” all parcels and will pay for closing costs and title insurance separate from these appraisal and acquisition services.
- k. The City will issue a “Notice to Proceed” to the Agent following approval of the executed contract. 30 day offer letters will be sent to the affected property owners just prior to, or at the same time of, the “Notice to Proceed”. The 30 day offer letters will include the approved offer and identify the Agent to each property owner. Notice to Proceed is anticipated to be issued on or about March 25, 2019.
- l. The City is expected to base its award on the total cost provided by the Agent for the BASE PRICES (with prices based on a 6-month acquisition period). Proof of reasonable progress towards completing the project in that 6-month period must be regularly shown by the Agent. Should it appear that the Agent will not be able to meet the required timeframe, the City reserves the right to terminate the contract with the Agent at any time progress is deemed insufficient, paying only for those parcels “completed” at the time of termination.
- m. The City may elect to award the contract based on the ALTERNATE PRICES provided by the Agent. This would be done only if sufficient time savings or reduced cost would make it worthwhile. Notification of the selection of BASE PRICES or ALTERNATE PRICES would be made prior to execution of the contract between City and Agent. If the ALTERNATE PRICES are chosen, the same proof of reasonable progress must be shown by the Agent based on his/her provided time line, or contract termination may be considered.
- n. Invoices may be submitted by the Agent no more often than monthly. Parcels may be invoiced for 1/3 of the appropriate per parcel price following the initial meeting with the parcel owner(s), with the balance to be paid at the time the parcel is considered “completed”. Invoices must be in sufficient detail to determine the type of parcels being billed, the appropriate prices of those parcels, and the amount of billing.

SECTION II. OPTIONAL SERVICES

Should the City become involved in any court proceedings in connection with Land Acquisition Services rendered under this proposal, the Agent shall provide attendance and testimony at such court proceedings at the prices submitted in Section III of this proposal response and as required under the contract.

SECTION III. PROPOSED COMPENSATION

Proposers shall submit the following FEE SCHEDULE and EXCEPTION SHEET in a **SEPARATE SEALED ENVELOPE** clearly labeled with proposer’s name, address, and the following: “Land Acquisition Services Compensation – Sealed Proposal 970811-19”. This submission **WILL NOT BE OPENED** until the Board of Aldermen authorizes the negotiation of a contract with the qualified proposer(s).

Hanley Road Reconstruction and Improvement Project – Land Acquisition Services
FEE SCHEDULE

Following is a list of the anticipated types of parcels. The number and type could vary based on recent land sales, design adjustments, etc. Any changes to the types and/or number will be handled by a change order or supplemental agreement to be executed by the Agent and the City. Based on preliminary plans (see Appendix C), there are 26 parcels requiring land acquisition services. Of this number, 6 parcels require new right-of-way and permanent easements and/or temporary construction easements, 1 parcel requires permanent easements and temporary construction easements only, and 19 parcels require temporary construction easements only. The Agent listed below hereby proposes to provide services in accordance with this request for the following prices (base prices should be submitted based on an approximate 6-month time frame for completion of acquisition services, independent of trial services, from the Notice to Proceed):

BASE PRICES

Line #	Description	No.	Fee per Parcel	Total
1	New ROW & PDE/TCE	6		
2	PDE & TCE only	1		
3	TCE only	19		
4	Parcels requiring appraisal (generally, for takings exceeding \$10,000)			
			TOTAL COST	

2. Fees for consultation with council for trial (if required) \$_____ per hour.

3. Fees for court testimony (if required) \$_____ per hour.

ALTERNATE PRICES

Line #	Description	No.	Fee per Parcel	Total
1	New ROW & PDE/TCE	6		
2	PDE & TCE only	1		
3	TCE only	19		
4	Parcels requiring appraisal (generally, for takings exceeding \$10,000)			
			TOTAL COST	

Alternate prices are based on a time line of _____ calendar days to complete appraisal and acquisition services (independent of trial services).

Submitted by (signature): _____

Printed Name: _____

Firm Name: _____

Hanley Road Reconstruction and Improvement Project – Land Acquisition Services

EXCEPTION SHEET

If the item(s) and/or services proposed in the response to this Request for Statement of Qualification is in any way different from the stated specifications, the Proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Proposer's offer is in total compliance with all aspects of the stated specifications.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Submitted by (signature): _____

Printed Name: _____

Firm Name: _____

SECTION IV. STATEMENT OF QUALIFICATIONS

- A. Responses to this RFP should be in the same order as requested. Responses should be specific and precise with adequate detail to accurately define your qualifications for performing the services required. Limit your responses to the information requested by each section. Any additional information that you wish to submit should be included in a separate section marked "Supplemental Information".

B. GENERAL COMPANY QUALIFICATIONS

Provide the following general information regarding your company and its qualifications for the Project.

- a. Brief history and general overview of your company. Include the total number of employees at your firm and a breakdown of your staff by project role (i.e. number of project managers, project engineers, superintendents, etc.).
- b. Provide a listing of all federally funded roadway projects your organization has **completed in the past 5 years (or is currently working on) as a land acquisition agent for a city, county or other political subdivision**. Include a brief description of these projects and owner and engineer contact information.
- c. Select any roadway project your firm has completed as the land acquisition agent within the last five years. Specifically relate how your experience with listed project(s) will be applied in the execution of the Project.
- d. Identify what percentage of your work is repeat business with previous clients.
- e. Provide references for Owners who have used your land acquisition services more than once for roadway improvement projects.

C. PROJECT MANAGEMENT PLAN

Provide a management plan that sufficiently defines your management and technical approach to the project. Include in your response the information requested in the following items:

- a. Provide an organization chart showing your firm's proposed project organization, showing key project positions identified by title and showing lines of authority/responsibility and communication. Provide the name of each individual that your firm recommends for each key project position (i.e., project executive, project manager, negotiator, etc.). Include resumes of key personnel with a description of the roles they will assume on the Project and a list of related project experience.
- b. Submit the location where home office support services will be performed, and a detailed description of how the services will be coordinated and managed. Also include to what extent the field organization will be staffed with local personnel versus relocated permanent personnel.

- c. Submit your plan to provide Quality Assurance and Control for this Project throughout the land acquisition phases.
- d. Describe your procedures for providing land acquisition services and required submittals.

SECTION V. SELECTION PROCESS

- A. The City intends to award the Land Acquisition Services Contract to that qualified firm which best demonstrates the commitment and application of experience, resources and methods to the unique requirements of a federally funded roadway improvement project, as well as the cost and schedule objectives established by the City.
- B. Submitted proposals will be used to evaluate Agent's and any subcontractors' qualifications and the suitability of proposed approach or plan for the project. If deemed necessary by the City, a short list of firms or teams may be selected for follow-up interviews.
- C. The City shall evaluate current statements of qualifications and performance data of person/firms on file together with those that may be submitted by other firms regarding the proposed project. In evaluating the qualifications of each person/firm, the City shall use the following criteria:
 - a. The specialized experience and technical competence of the firm with respect to the type of services required;
 - b. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
 - c. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
 - d. The firm's proximity to and familiarity with the area in which the project is located.
- D. Though this request for proposal specifically requests information regarding your proposed compensation, the City reserves the right to reject any and all proposals, to waive any informality in them and to reject the lowest cost proposal for any reason.

[END OF RFQ]

APPENDIX A: AUDIT CLAUSE FOR CONTRACTS

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the CITY Auditor, or a duly authorized representative from the CITY, at the CITY's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the CITY, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all proposal terms and conditions)

Date: _____

APPENDIX B: AFFIDAVIT OF WORK AUTHORIZATION

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ (**Name of Business Entity Authorized Representative**) as _____ (**Position/Title**) first being duly sworn on my oath, affirm _____

_____ (**Business Entity Name**) is enrolled and will continue to participate in the federal work authorization program with respect to employees that will work in connection with the contracted services related to the **Hanley Road Reconstruction and Improvements Project**, for the duration of the contract(s), if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that _____ (**Business Entity Name**) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the said project contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date _____

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

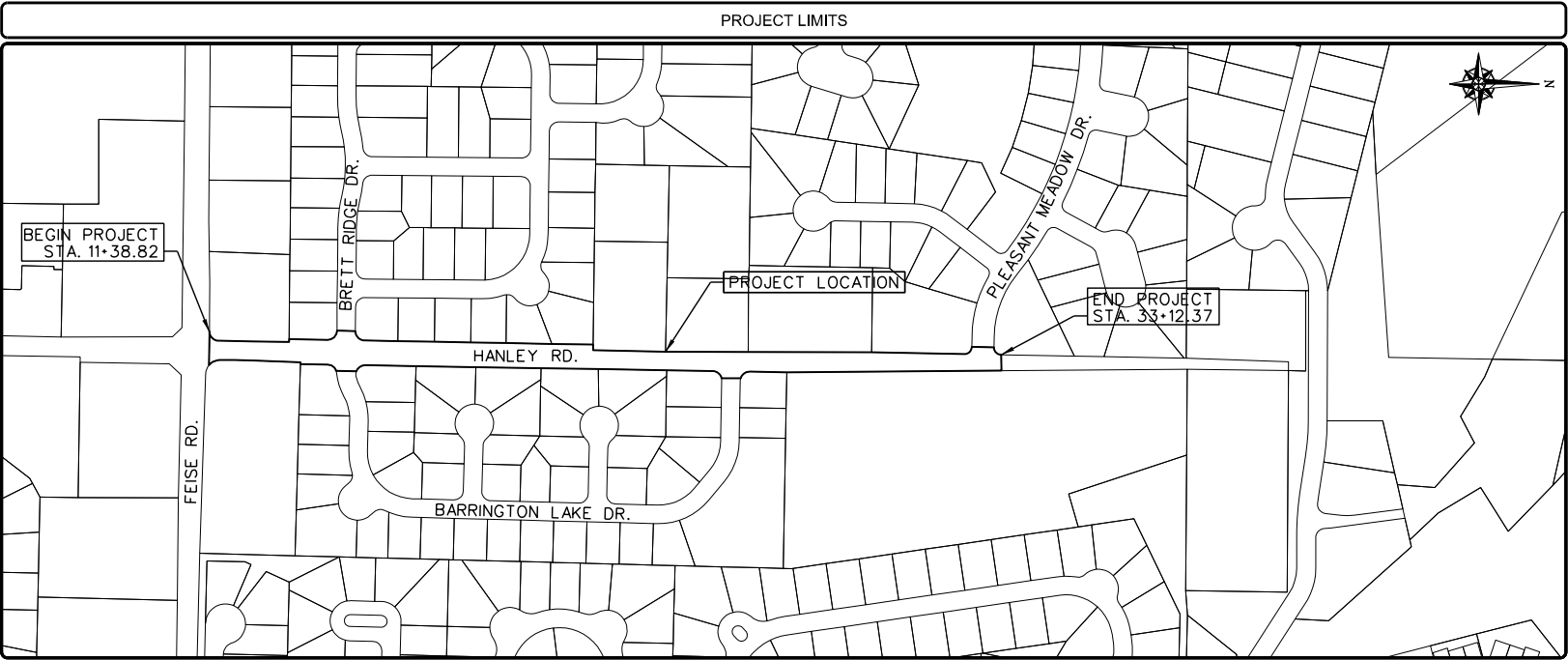
Date _____

APPENDIX C: PRELIMINARY PLAN

(The following is the current preliminary plans for the Hanley Road Reconstruction and Improvements Project and is subject to change as a part the design and approval process. Final approved right-of-way plans will be provided to Agent for their use prior to beginning any land acquisition services on behalf of the City.)

PRELIMINARY PLANS
HANLEY ROAD RECONSTRUCTION
CITY OF DARDENNE PRAIRIE, MISSOURI
PROJECT NO. STP-5613(608)

GENERAL LEGEND	
DESCRIPTION	SYMBOLLOGY
RIGHT-OF-WAY NEW	---
RIGHT-OF-WAY EXISTING	---
PROPERTY LINE	---
UNDERGROUND UTILITY (TYPE SPECIFIED) T-TELE/CATV G-GAS W-WATER E-ELECTRIC	---
CONSTRUCTION LIMITS	---
TREE OR SHRUB (DESIGNATE DIA. & TYPE)	○ ○ ○
TREE/VEGETATION LINE	---
FENCE (DESIGNATE TYPE)	---
GUARDRAIL	---
SIGN	---
PERMANENT DRAINAGE EASEMENT	P.D.E.
PERMANENT SIDEWALK EASEMENT	P.S.E.
PERMANENT SIGHT DISTANCE EASEMENT	P.S.D.E.
TEMPORARY CONSTRUCTION EASEMENT	T.C.E.
PERMANENT TRAFFIC SIGNAL EASEMENT	P.T.S.E.
PERMANENT FOOTING EASEMENT	P.F.E.
PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE AND UTILITY EASEMENT	P.R.I.M.U.E.
PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE AND UTILITY SIDEWALK AND SEWER EASEMENT	P.R.I.M.U.S.S.E.
PERMANENT RETAINING WALL EASEMENT	P.R.W.E.
TO BE REMOVED	(T,B,R.)
TO BE ABANDONED	(T,B,A.)
USE IN PLACE	(U,I.P.)
TO BE REMOVED AND REPLACED	(T,B,R.&R.)
TO BE REMOVED AND REPLACED BY OTHERS	(T,B,R.&R.O.)
ADJUST TO GRADE	(A,T,G.)
ADJUST TO GRADE BY OTHERS	(A,T,G.B.O.)
TO BE ABANDONED AND FILLED	(T,B,A.&F.)
TANGENT TO CURVE	(T,C.)



INDEX OF SHEETS	
SHEET NUMBER	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS
3-8	MAINLINE PLAN AND PROFILE SHEETS
9-11	STORM SEWER PROFILES
12-28	CROSS SECTIONS

DISCLAIMER OF LIABILITY

I hereby specify that the documents intended to be authorized by my seal are prepared by me or under my direct supervision and I hereby disclaim any responsibility for all other drawings, specifications, documents or instruments relating to or intended to be used in connection with this engineering project or survey.

PRELIMINARY CONSTRUCTION

DATE: 11/20/2018

PREPARED BY: HRGreen
DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO. 160031

DARDENNE PRAIRIE

HANLEY ROAD RECONSTRUCTION

TITLE AND INDEX SHEET

DESIGNED: N. ELLIS

DRAWN: N. ELLIS

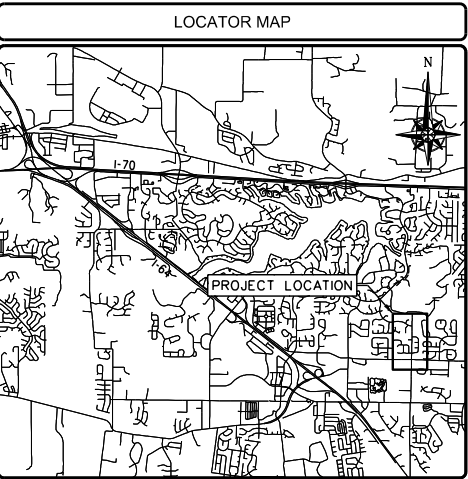
CHECKED: D. SHANE

SHEET SEQUENCE: 1 OF 28

PROJECT UTILITY CONTACTS	
Cuivre River Electric Cooperative 1112 East Cherry Street P.O. Box 160 Troy, Missouri 63379 Contact: Stan Winkle Phone: 636.528.7696	Laclede Gas Company 6400 Graham Road Berkeley, MO 63134 Contact: Kent Thiemert Phone: 314.522.2297
CenturyLink Communications 1151 CenturyTel Drive Wentzville, MO 63385 Contact: Mardie Gay Phone: 636.332.7261	Public Water Supply District No. 2 Kevin Hampe Utilities Engineer 100 Water Drive, O'Fallon, MO, 63368 Phone: 636-561-3737 ext. 154 Fax: 636-755-5078 khampe@alliancewater.com
Charter Communications 101 Northwest Plaza Drive St. Ann, MO 63074 Contact: Lisa Ward Phone: 636.386.1634 lisa.ward@charter.com	Ameren David Kohring Engergy Services Consultant, St. Charles District 2100 Bluestone Dr., St. Charles, MO 63303 Phone: 636-925-3238 dkohring@ameren.com

DESIGN CRITERIA	
FUNCTIONAL CLASSIFICATION:	MINOR COLLECTOR
DESIGN YEAR:	2035
CURRENT ADT (YEAR):	2950 (2015)
DESIGN ADT (YEAR):	3225 (2035)
TRUCK PERCENTAGE (T) =	2%
DESIGN SPEED (V) =	40 MPH
POSTED SPEED (V) =	35 MPH

LENGTH OF PROJECT / DESIGN CRITERIA			
HANLEY ROAD			
BEGINNING OF PROJECT	STA.	11+38.82	
END OF PROJECT	STA.	33+12.37	
APPARENT LENGTH		2173.55	FEET
EQUATIONS AND EXCEPTIONS		0.00	FEET
TOTAL CORRECTIONS		0.00	FEET
NET TOTAL LENGTH		2173.55	FEET



CITY OF DARDENNE PRAIRIE, MO
2032 HANLEY ROAD
DARDENNE PRAIRIE, MO 63368

SCALES	
PLAN:	1" = 20'
PROFILE:	1" = 20' HORIZ. & 10' VERT.
CROSS SECTION:	1" = 5' HORIZ. & 5' VERT.
CULVERT SECTION:	1" = 5' HORIZ. & 5' VERT.
PIPE PROFILE:	1" = 20' HORIZ. & 5' VERT.
SPECIAL DETAILS:	NOT TO SCALE UNLESS NOTED OTHERWISE

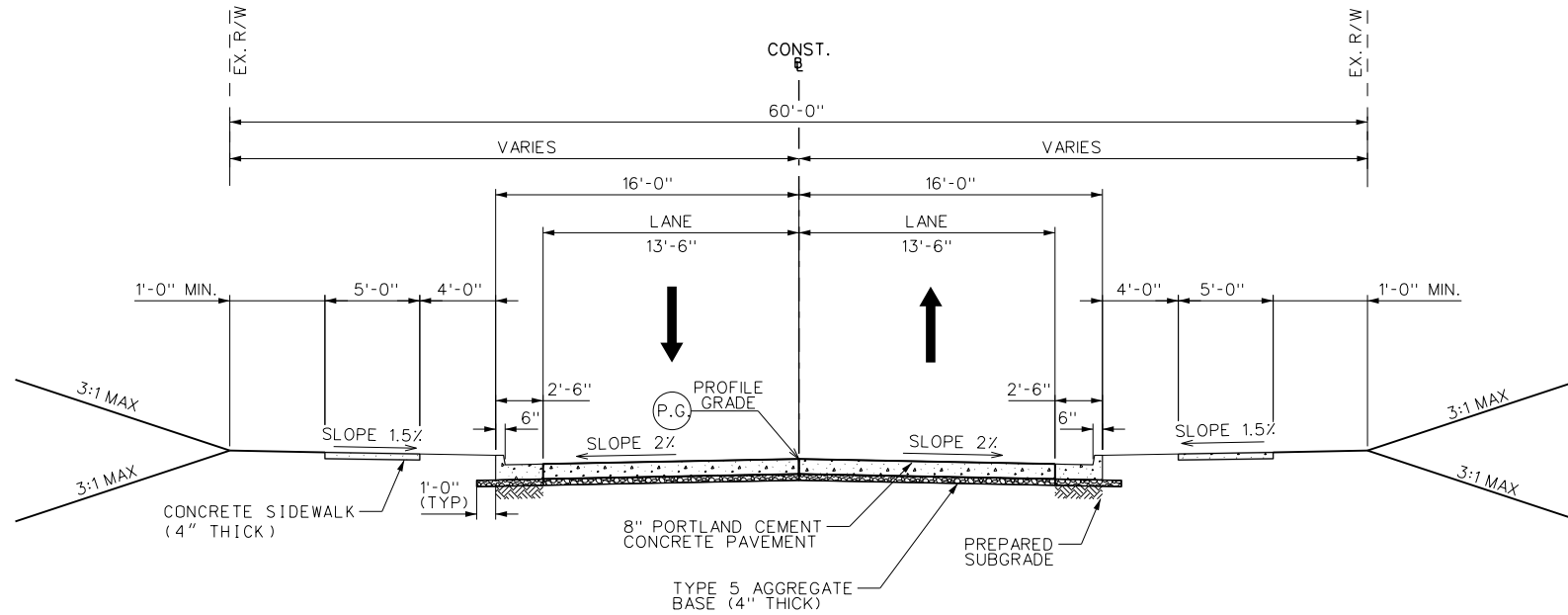
UTILITY NOTE

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS; AND, THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID THERETO.

APPROVED: _____

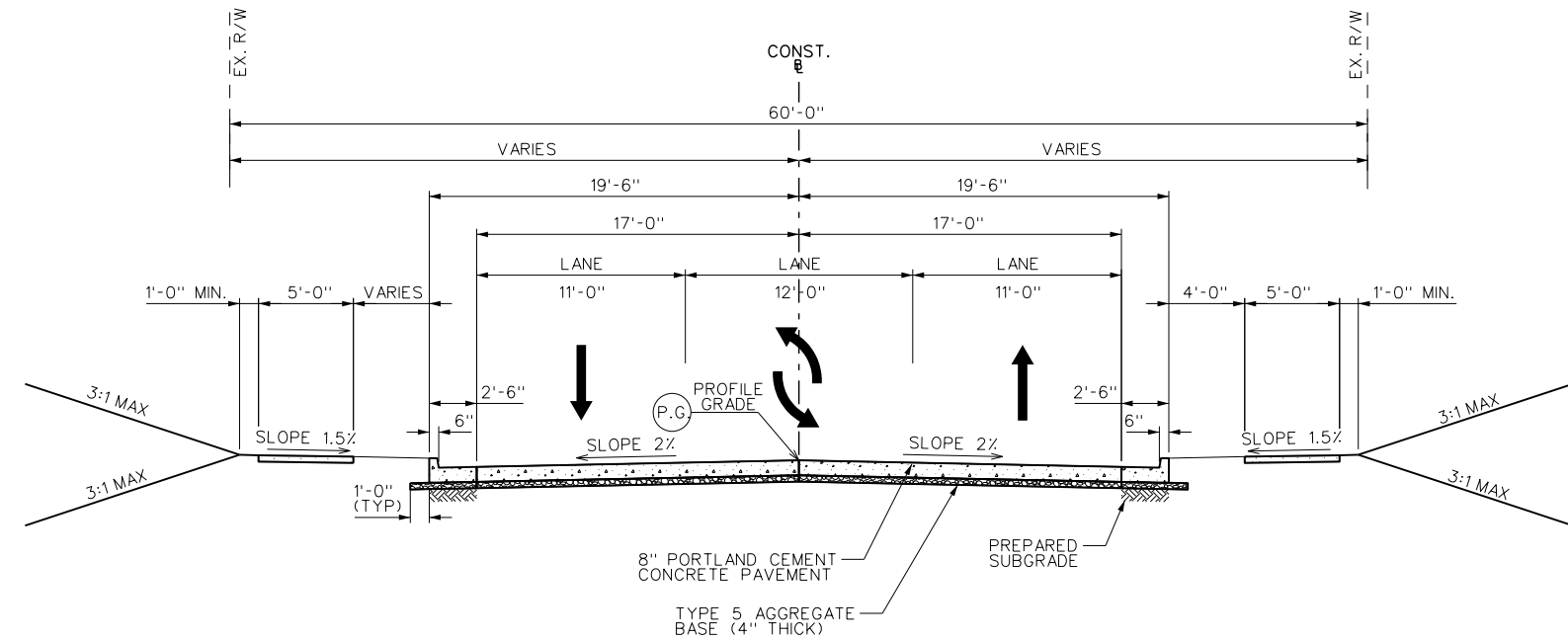
DATE: _____

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\\hrgreen.com\hrg\Data\2016\160031\CAD\Roadway\Construction_Plans\0031_S_RD_02_TypicalSection01.dgn



TYPICAL SECTION 2 - HANLEY ROAD

STA. 18+70.00 TO STA. 32+87.89



TYPICAL SECTION 1 - HANLEY ROAD

STA. 11+53.25 TO STA. 17+20.00
TRANSITION TO TYPICAL SECTION 2 STA. 17+20.00 TO 18+70.00

CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REV.	DATE	BY	APP.	REVISIONS	
				DESCRIPTION	

DISCLAIMER OF LIABILITY
I hereby certify that the documents intended to be used in the project are the work of me or under my direct supervision and I hereby disclaim any responsibility for all other documents or instruments relating to or intended to be used in the project or survey.

PRELIMINARY
CONSTRUCTION

DATE: 11/20/2018

PREPARED BY:
HRGreen
DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO. 160031

DARDENNE
PRAIRIE

HANLEY ROAD
RECONSTRUCTION

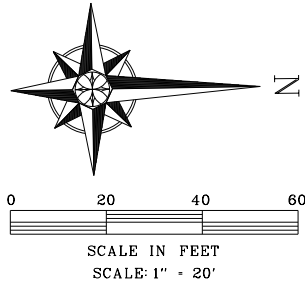
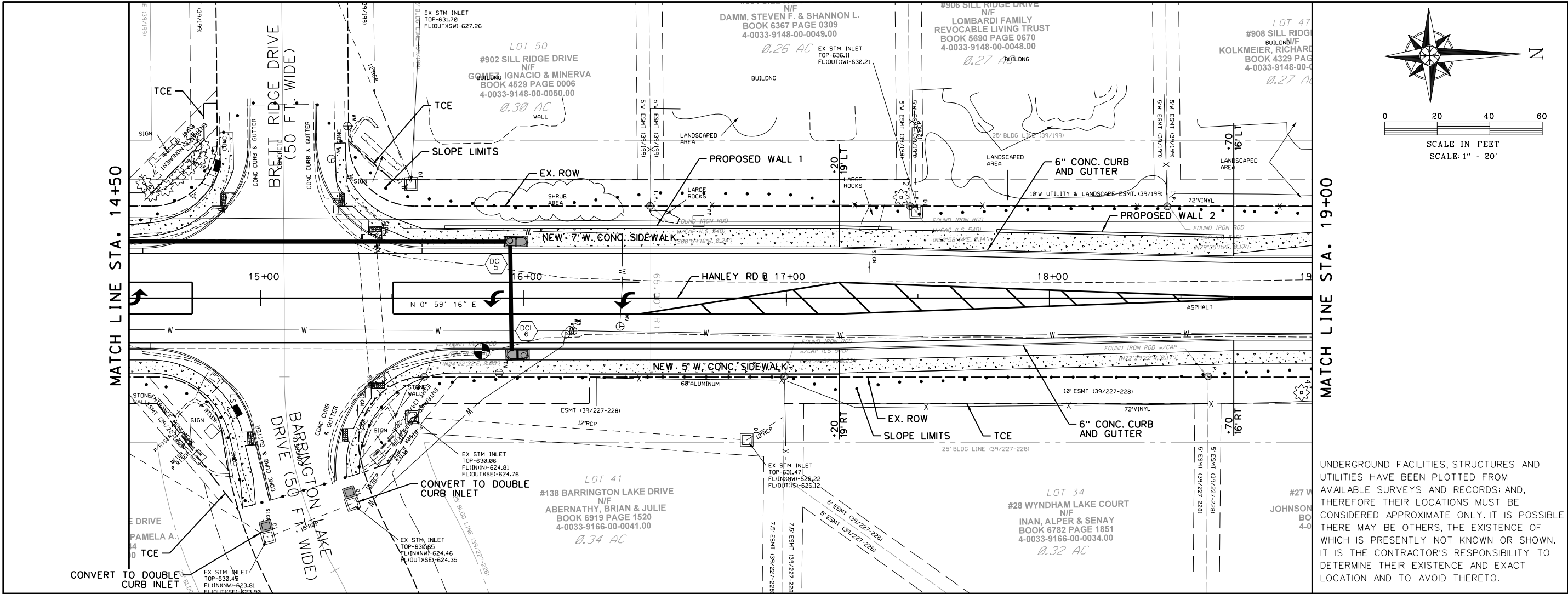
TYPICAL SECTIONS

DESIGNED: N. ELLIS

DRAWN: N. ELLIS

CHECKED: D. SHANE

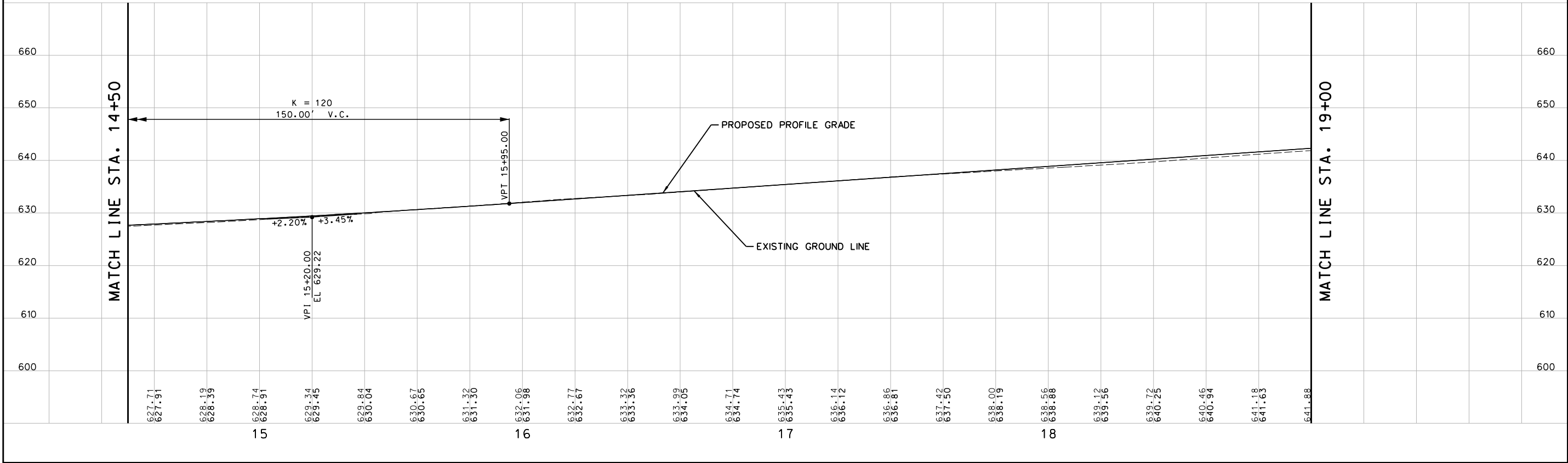
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2 OF 28



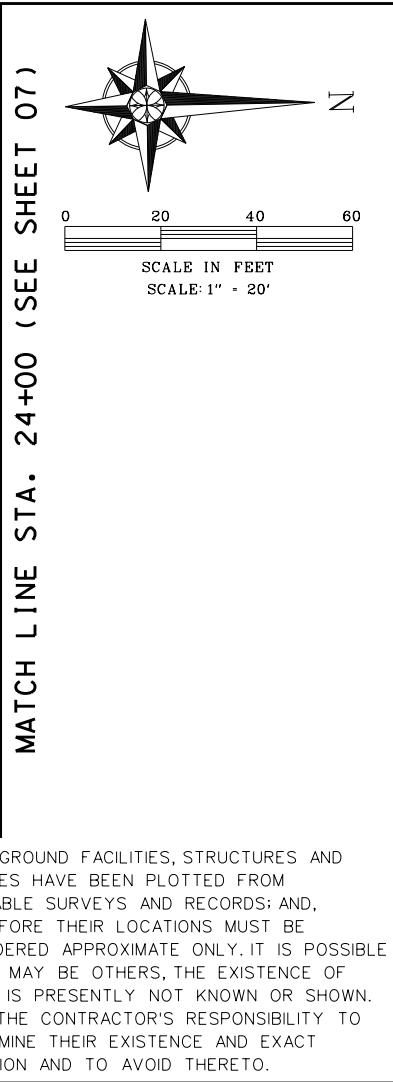
MATCH LINE STA. 19+00

MATCH LINE STA. 14+50

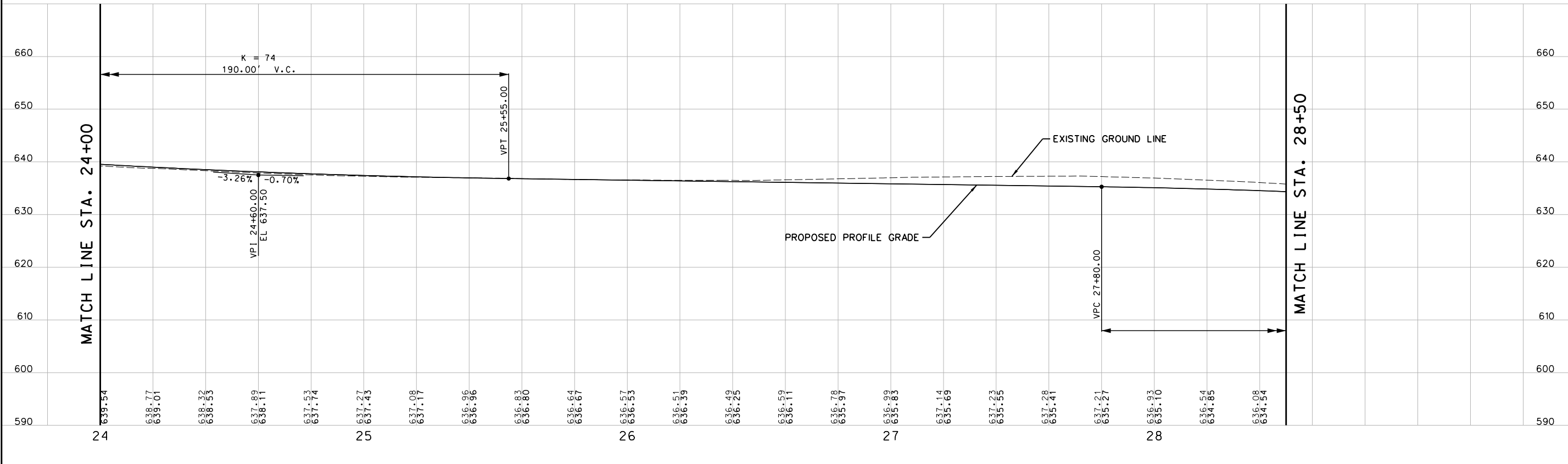
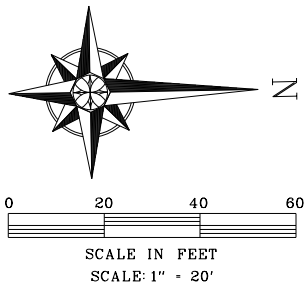
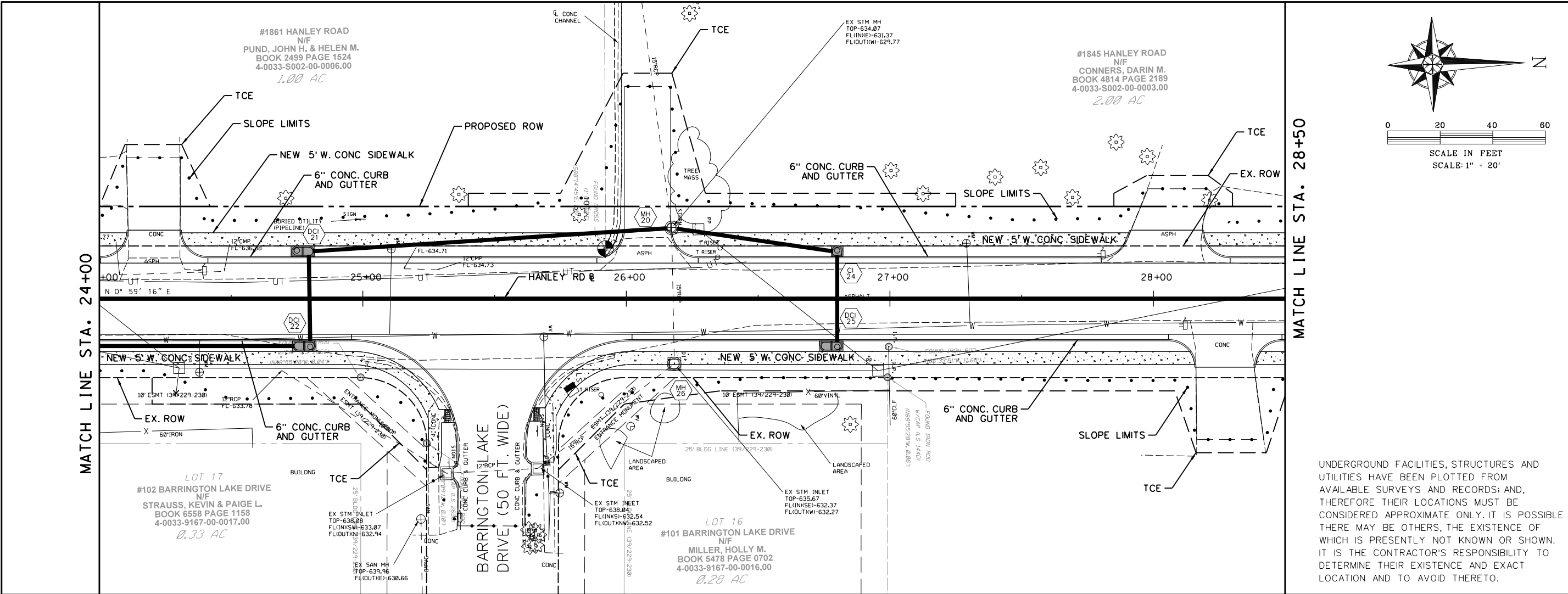
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS; AND, THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID THERETO.



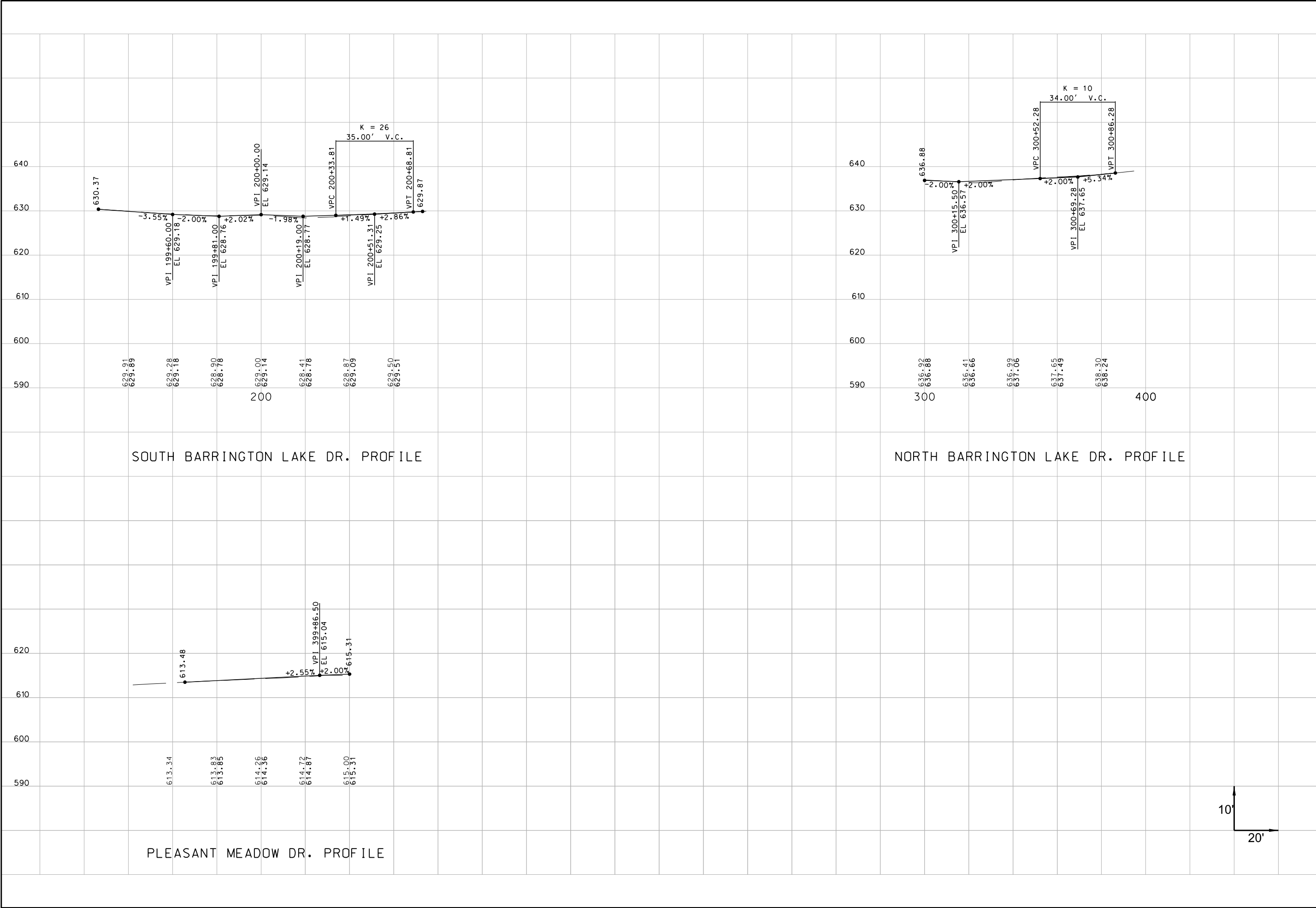
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FEDERAL PROJECT NO. STP-5613(608)	
E-W GATEWAY TIP NO.	
MSD:	
MSD BASE MAP:	
REV.	DATE
1	11/20/2018
PRELIMINARY CONSTRUCTION	
DATE: 11/20/2018	
PREPARED BY: HRGreen DANIEL T. SHANE PROFESSIONAL ENGINEER LICENSE NO. 10001	
DESIGNED: N. ELLIS	
DRAWN: N. ELLIS	
CHECKED: D. SHANE	
SHEET SEQUENCE: 4 OF 28	



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CITY PROJECT NO. 970811				
FEDERAL PROJECT NO. STP-5613(608)				
E-W GATEWAY TIP NO.				
MSD:				
MSD BASE MAP:				
REV.	DATE	BY	APP.	DESCRIPTION
DISCLAIMER OF LIABILITY I hereby certify that the documents intended to be authorized by my seal are the work of me and I hereby disclaim any responsibility for all other drawings, specifications, or documents or instruments relating to or intended to be used in connection with this engineering project or survey.				
PRELIMINARY CONSTRUCTION				
DATE: 11/20/2018				
PREPARED BY: HRC Green DANIEL T. SHANE PROFESSIONAL ENGINEER LICENSE NO. 160031				
DARDENNE PRAIRIE				
HANLEY ROAD RECONSTRUCTION MAINLINE PLAN AND PROFILE SHEET (SHEET 4 OF 5)				
DESIGNED: N. ELLIS				
DRAWN: N. ELLIS				
CHECKED: D. SHANE				
SHEET SEQUENCE: 6 OF 28				



CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION

DISCLAIMER OF LIABILITY
I, the undersigned, hereby certify that the documents intended to be prepared by me or under my direct supervision and control are true and correct to the best of my knowledge and belief, and I hereby disclaim any responsibility for all other errors or omissions in the drawings, specifications, or documents or instruments relating to or intended to be used in connection with the engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE: 11/20/2018

HRGreen
ROAD SERVICES • ENGINEERING • SITE DESIGN • CONSTRUCTION

DARDENNE PRAIRIE

PREPARED BY:
DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

HANLEY ROAD
RECONSTRUCTION

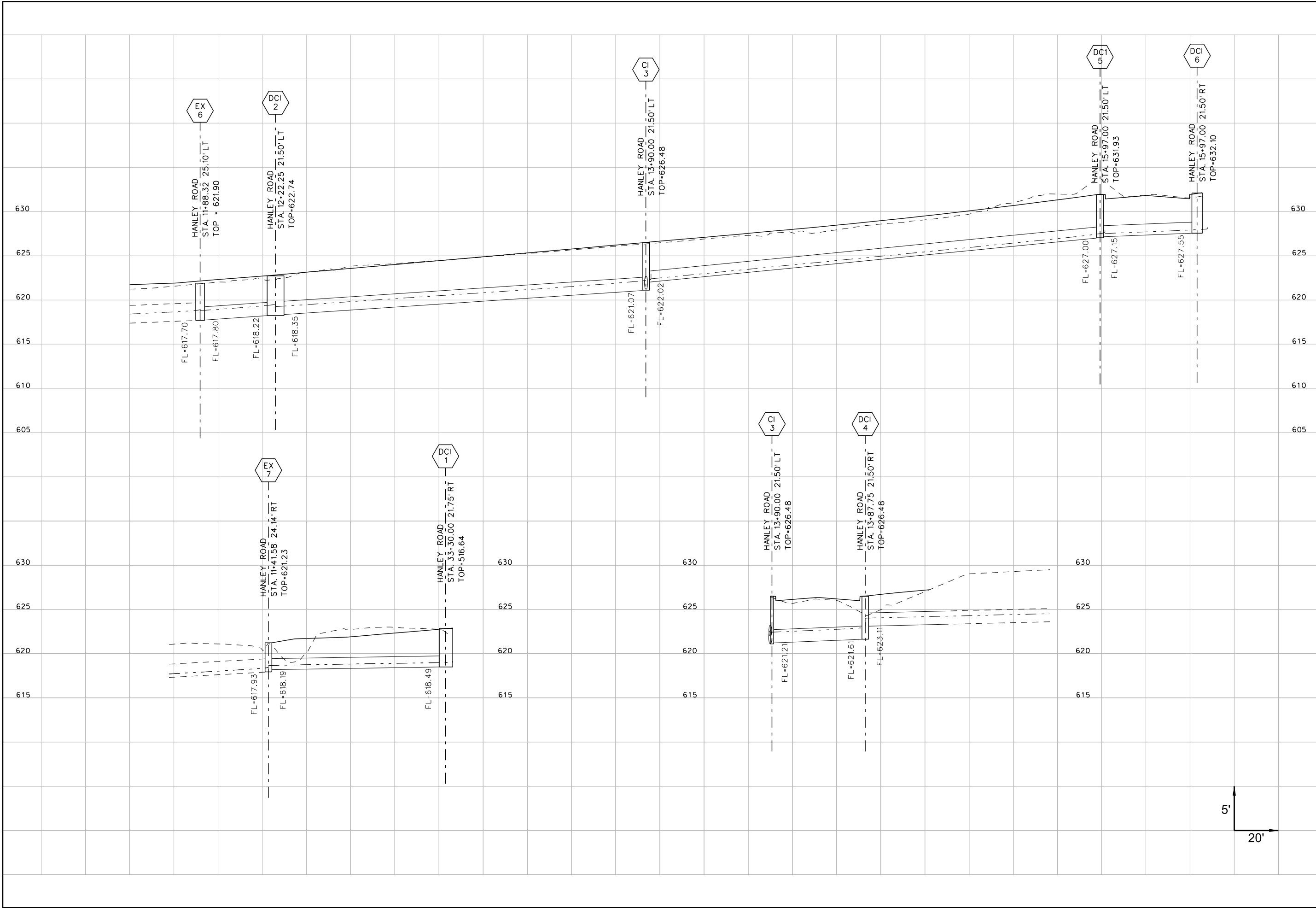
SIDE ROAD PROFILE

DESIGNED: N. ELLIS

DRAWN: N. ELLIS

CHECKED: D. SHANE

SHEET SEQUENCE:
8 OF 28



CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION

DISCLAIMER OF LIABILITY
I hereby specify that the documents intended to be authorized by my seal are preliminary and for informational purposes only. I hereby disclaim any responsibility for all other drawings, specifications, documents or instruments relating to or intended to be used in connection with this engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE: 11/20/2018

HRGreen
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS, LICENSE NO. 00017

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

DARDENNE

PRAIRIE

HANLEY ROAD
RECONSTRUCTION

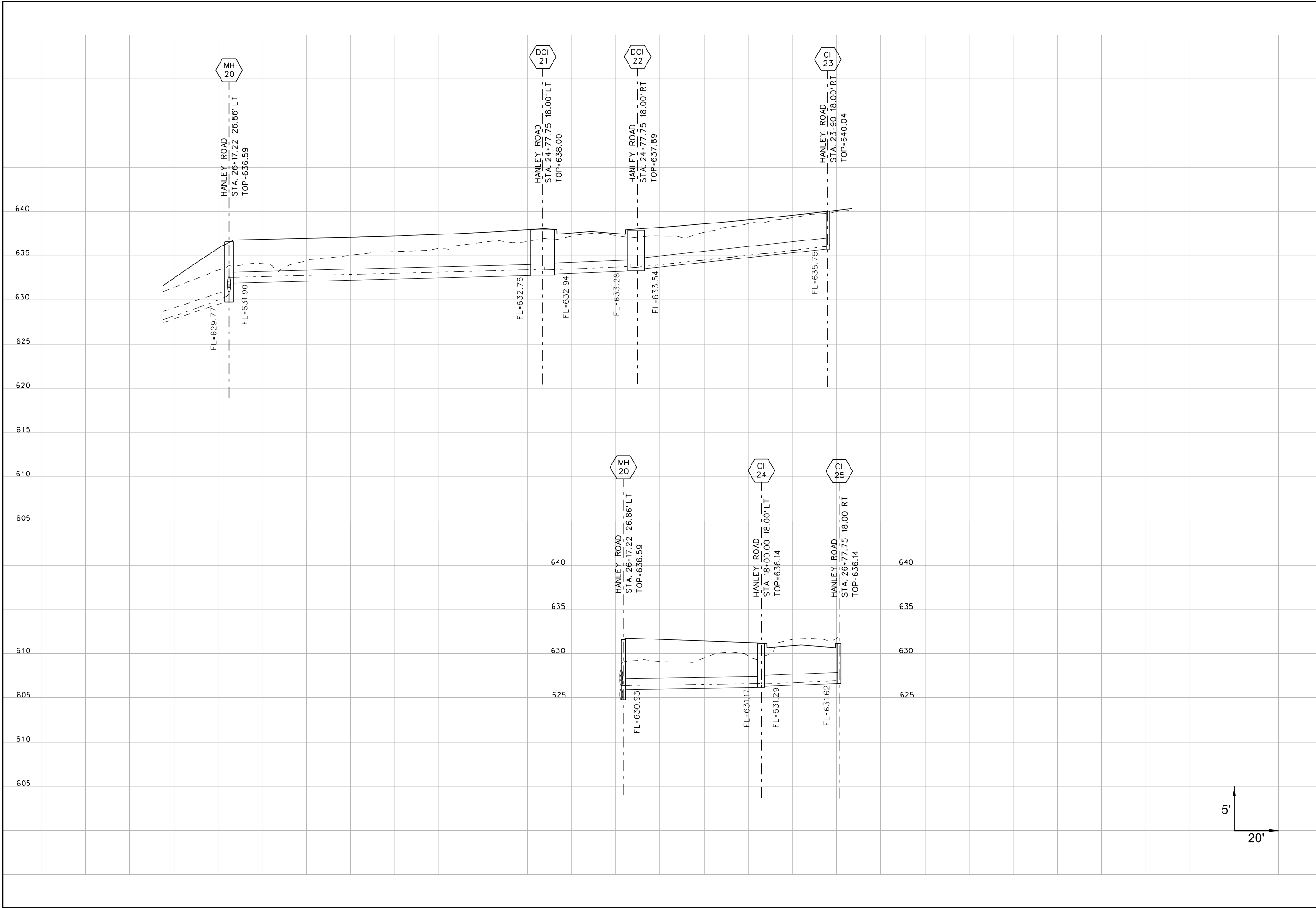
STORM SEWER PROFILE
(SHEET 1 OF 3)

DESIGNED:
N. ELLIS

DRAWN:
N. ELLIS

CHECKED:
D. SHANE

SHEET SEQUENCE:
9 OF 28



CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REVISIONS	
REV.	DATE BY APP. DESCRIPTION

DISCLAIMER OF LIABILITY
I hereby specify that the documents intended to be authorized by my seal are prepared for the project and I hereby disclaim any responsibility for all other drawings, specifications, documents or instruments relating to or intended to be used in any part of or survey engineering project.

PRELIMINARY
CONSTRUCTION

DATE: 11/20/2018

HRGreen
ENGINEERING & ARCHITECTURE, LTD.
1400 S. WILSON AVE., SUITE 200, CHESAPEAKE, VA 23041

PREPARED BY:
DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.

HANLEY ROAD
RECONSTRUCTION

STORM SEWER PROFILE
(SHEET 2 OF 3)

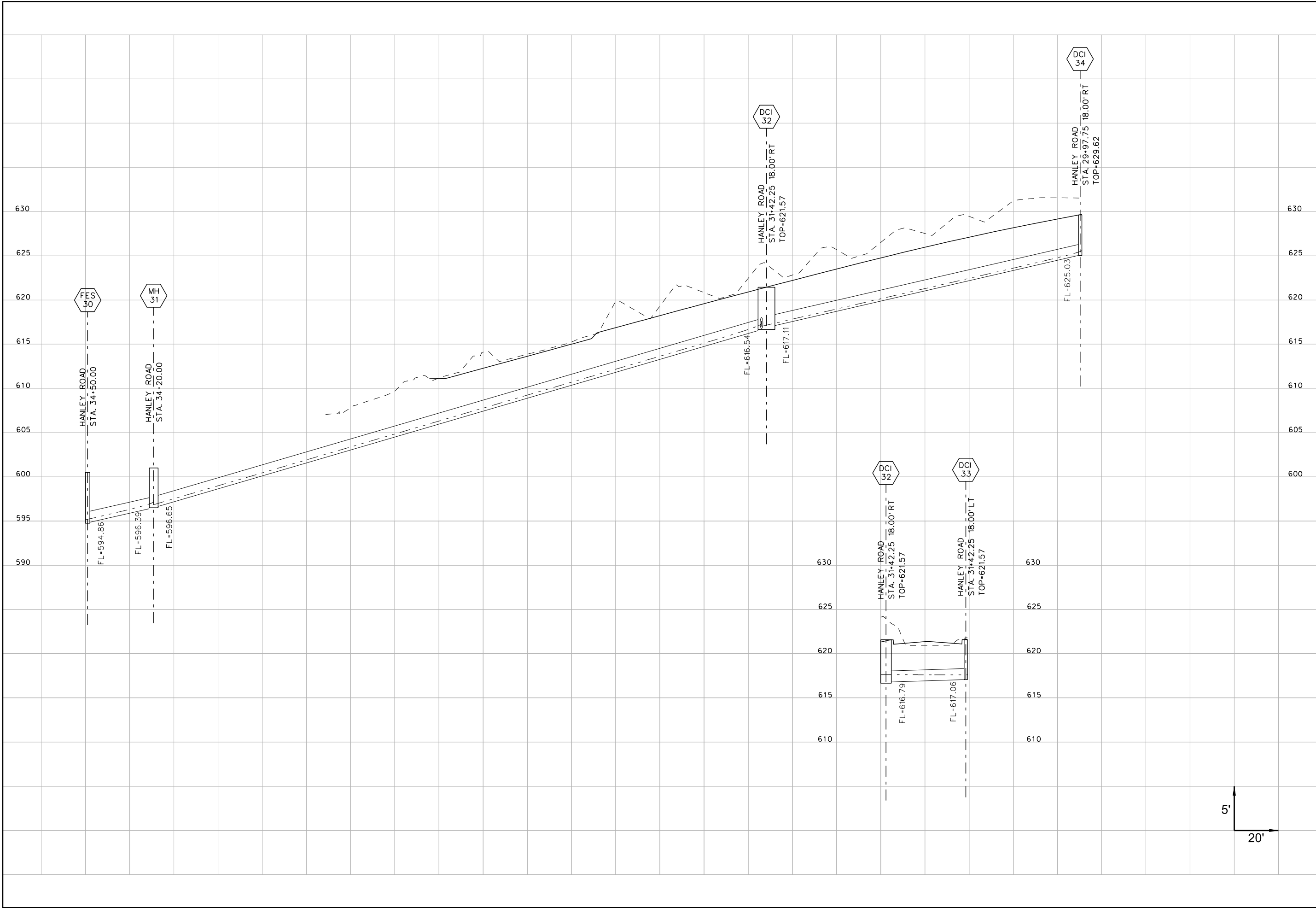
DESIGNED: N. ELLIS

DRAWN: N. ELLIS

CHECKED: D. SHANE

SHEET SEQUENCE:
10 OF 28

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5'
20'

CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION

DISCLAIMER OF LIABILITY
I hereby specify that the documents intended to be prepared by my seal are for the use of the client and I hereby disclaim any responsibility for all other uses. Specifications, drawings, documents or instruments relating to or intended to be used for any project or survey engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE: 11/20/2018

HRGreen
HARDWARE & ENGINEERING, LLC
11111 CHESTNUT RD., STE. 200, CHESTNUT HILL, MO 63017

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.

HANLEY ROAD
RECONSTRUCTION

STORM SEWER PROFILE
(SHEET 3 OF 3)

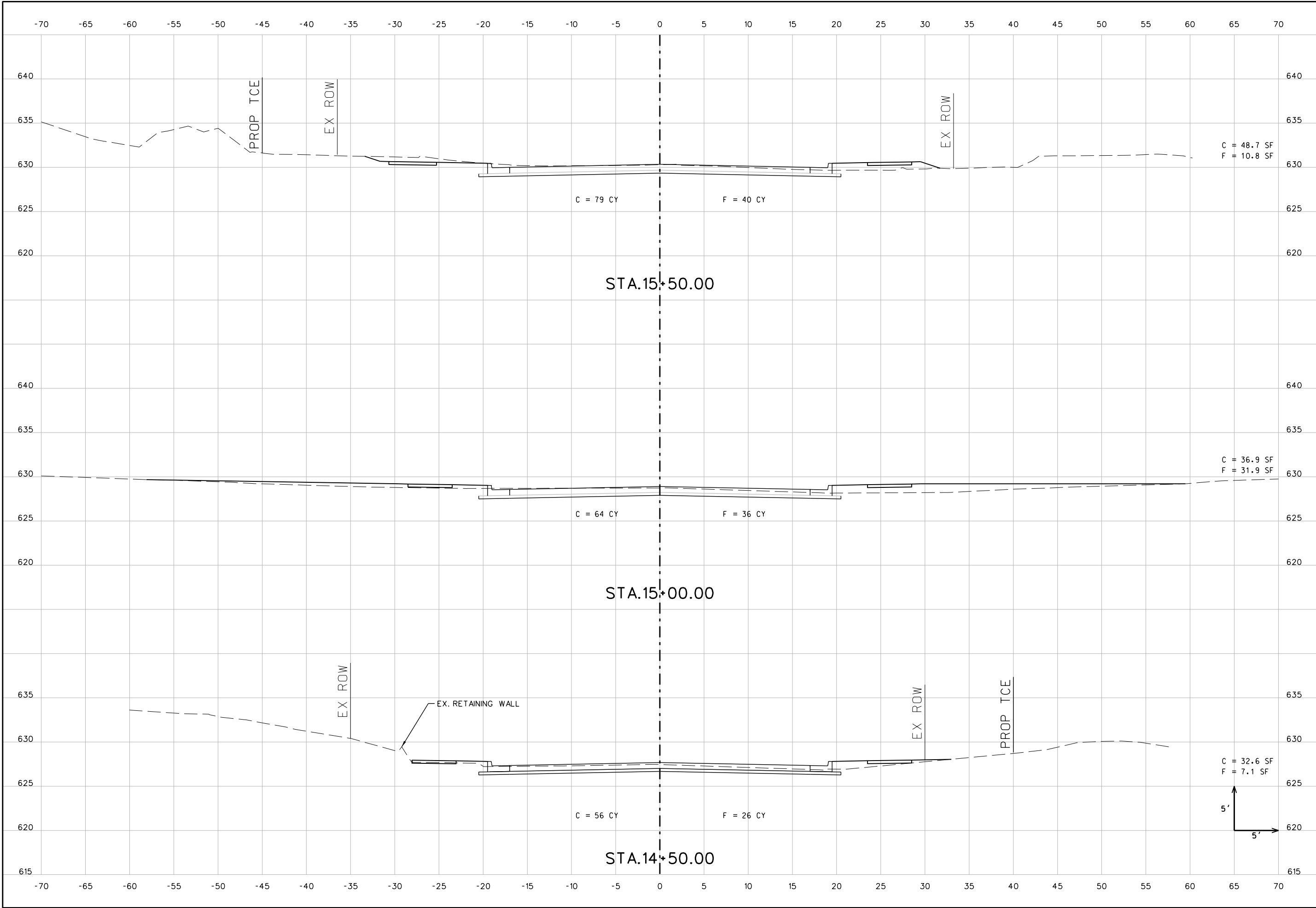
DESIGNED: N. ELLIS

DRAWN: N. ELLIS

CHECKED: D. SHANE

SHEET SEQUENCE:
11 OF 28

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CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:


MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION


DISCLAIMER OF LIABILITY
I hereby specify that the documents intended to be prepared by my seal are for the use of the client and I hereby disclaim any responsibility for all other uses of these documents. Specifications, drawings, or instruments relating to or intended to be used for any project or survey engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE:
11/20/2018

HRGreen
LAND SURVEYING & ENGINEERING, L.L.C. 2015 CHESTERFIELD, MO 63017

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

DARDENNE
PRAIRIE

HANLEY ROAD
RECONSTRUCTION
CROSS SECTIONS
HANLEY ROAD
(SHEET 3 OF 17)

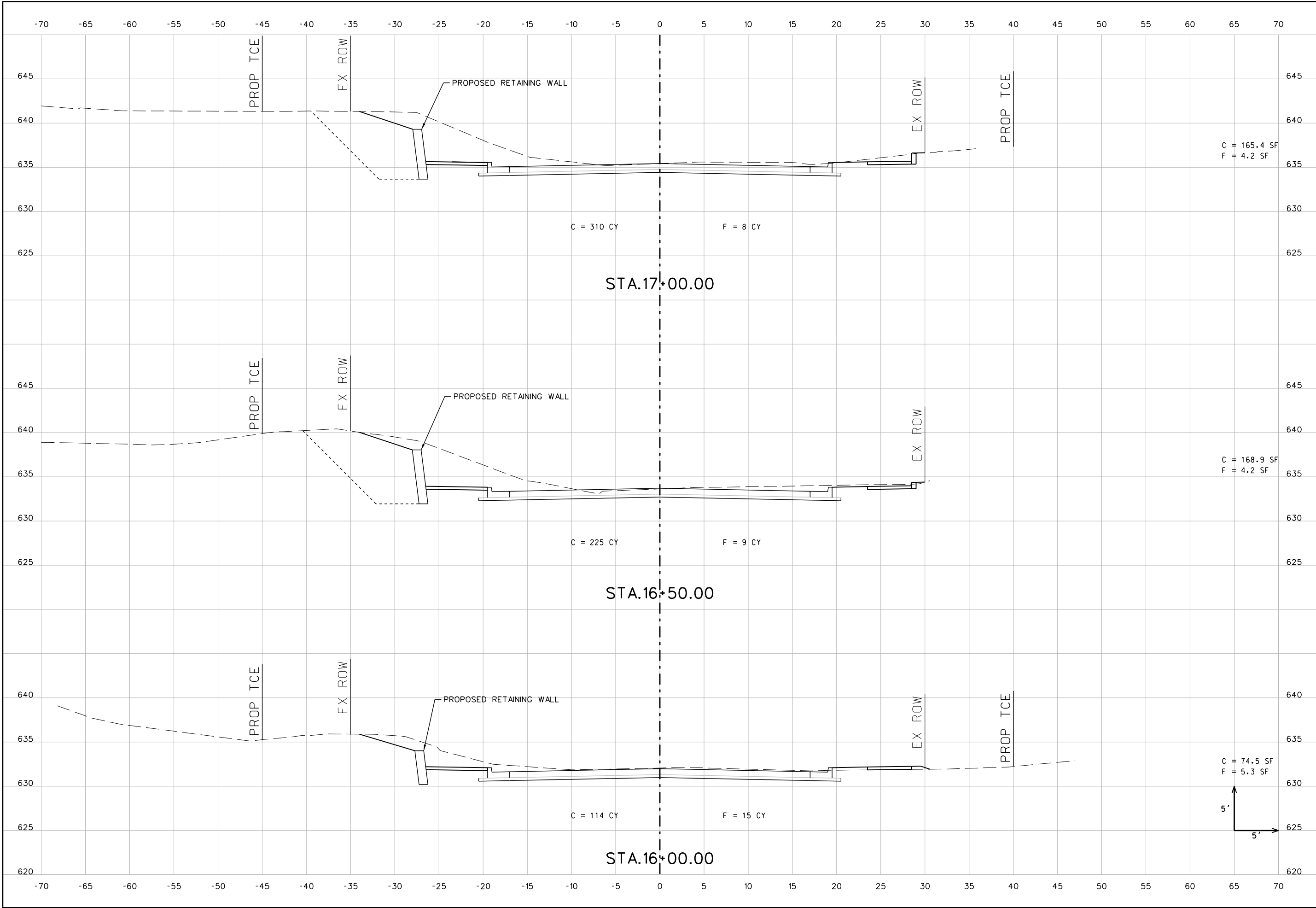
DESIGNED:
N. ELLIS

DRAWN:
N. ELLIS

CHECKED:
D. SHANE

SHEET SEQUENCE:
14 OF 28

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CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION

DISCLAIMER OF LIABILITY
I hereby specify that the documents intended to be authorized by my seal are prepared by me or under my direct supervision and I hereby disclaim any responsibility for all other documents or instruments relating to or intended to be used in any project or survey engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE: 11/20/2018

PREPARED BY:

HRGreen
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS, LICENSE NO. 00177

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

DARDENNE

PRAIRIE

HANLEY ROAD
RECONSTRUCTION
CROSS SECTIONS
HANLEY ROAD
(SHEET 4 OF 17)

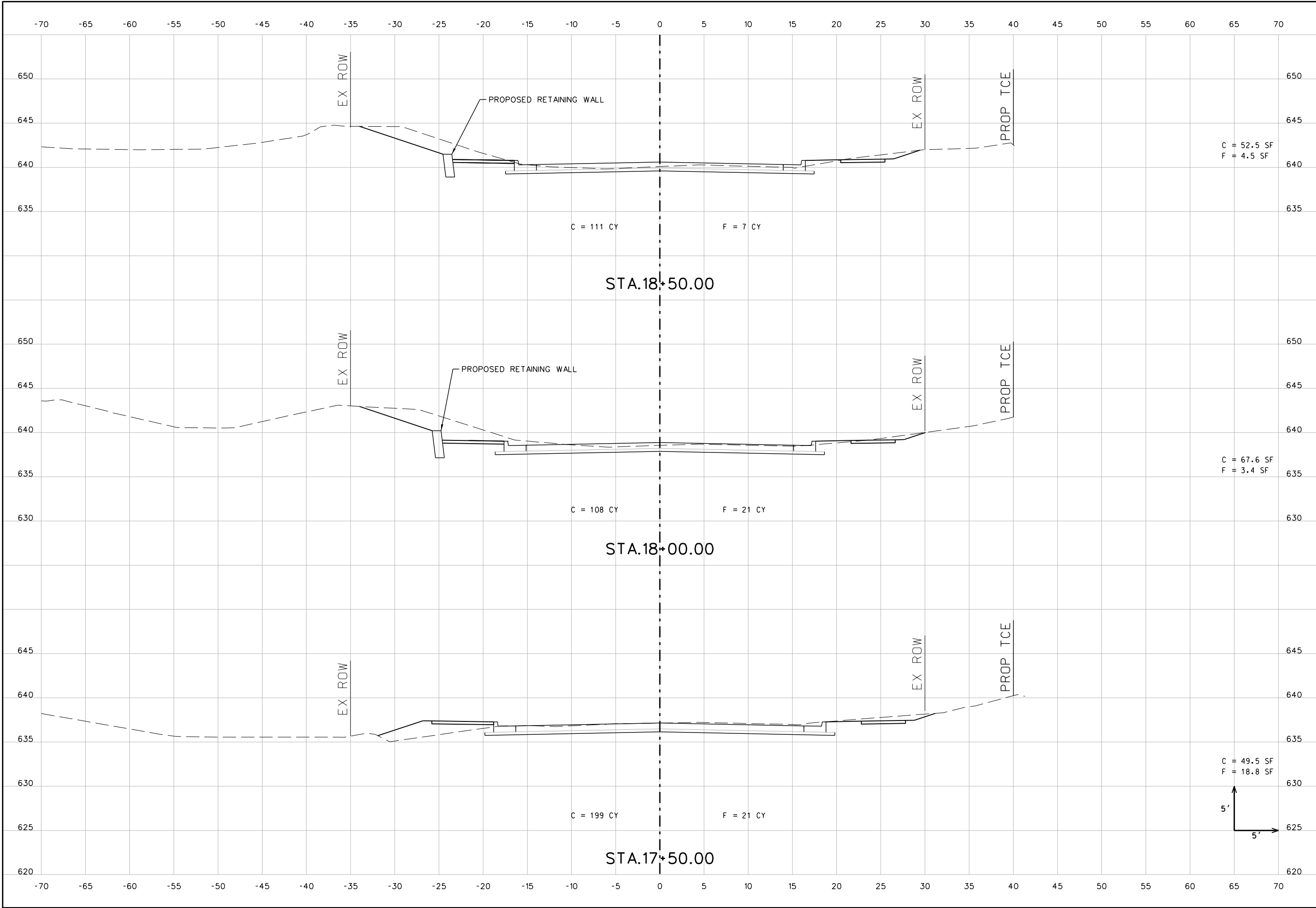
DESIGNED: N. ELLIS



DRAWN: N. ELLIS

CHECKED: D. SHANE

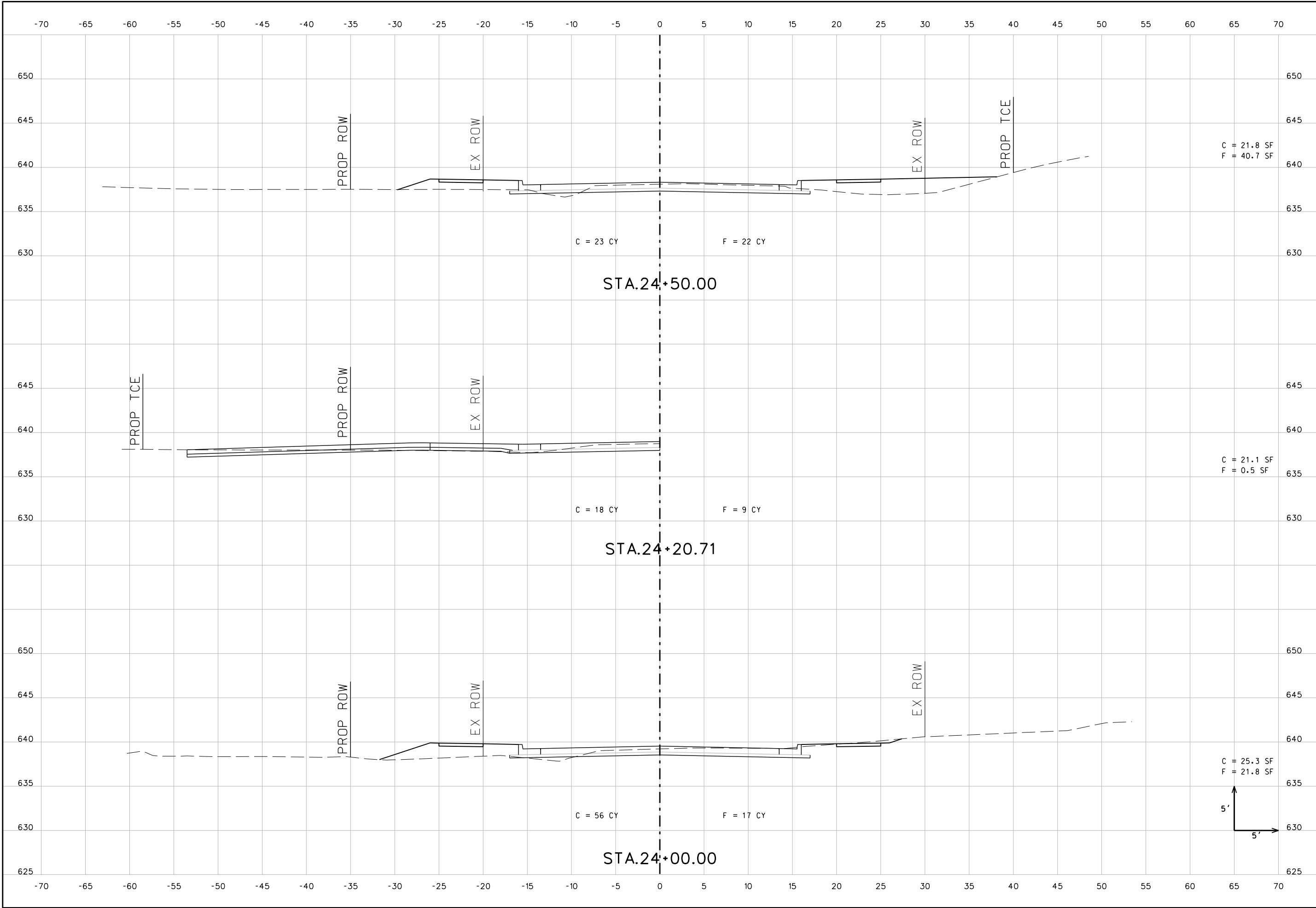
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CITY PROJECT NO. 970811	
FEDERAL PROJECT NO. STP-5613(608)	
E-W GATEWAY TIP NO.	
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REV. DATE BY APP.	
DISCLAIMER OF LIABILITY I hereby specify that the documents intended to be authorized by my seal are preliminary and for informational purposes only. I hereby disclaim any responsibility for all other drawings, specifications, documents or instruments relating to or intended to be used in any project or survey engineering project or survey.	
PRELIMINARY CONSTRUCTION	
DATE:	11/20/2018
PREPARED BY:	 HRGreen REGISTERED PROFESSIONAL ENGINEER STATE OF ILLINOIS, LICENSE NO. 00177
DANIEL T. SHANE PROFESSIONAL ENGINEER LICENSE NO.:	
	
HANLEY ROAD RECONSTRUCTION	
CROSS SECTIONS HANLEY ROAD (SHEET 5 OF 17)	
DESIGNED:	N. ELLIS
DRAWN:	N. ELLIS
CHECKED:	D. SHANE
SHEET SEQUENCE:	16 OF 28

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CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be prepared by my seal are for the use of the client and I hereby disclaim any responsibility for all other uses. Specifications, drawings, or instruments relating to or intended to be used for any other engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE:
11/20/2018

HRGreen
HARD SERVICES & PROJECTS, INC. 11111 N. CHERRY STREET, SUITE 200, CHERRY HILL, MO 63017

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

DARDENNE
PRAIRIE

HANLEY ROAD
RECONSTRUCTION
CROSS SECTIONS
HANLEY ROAD
(SHEET 10 OF 17)

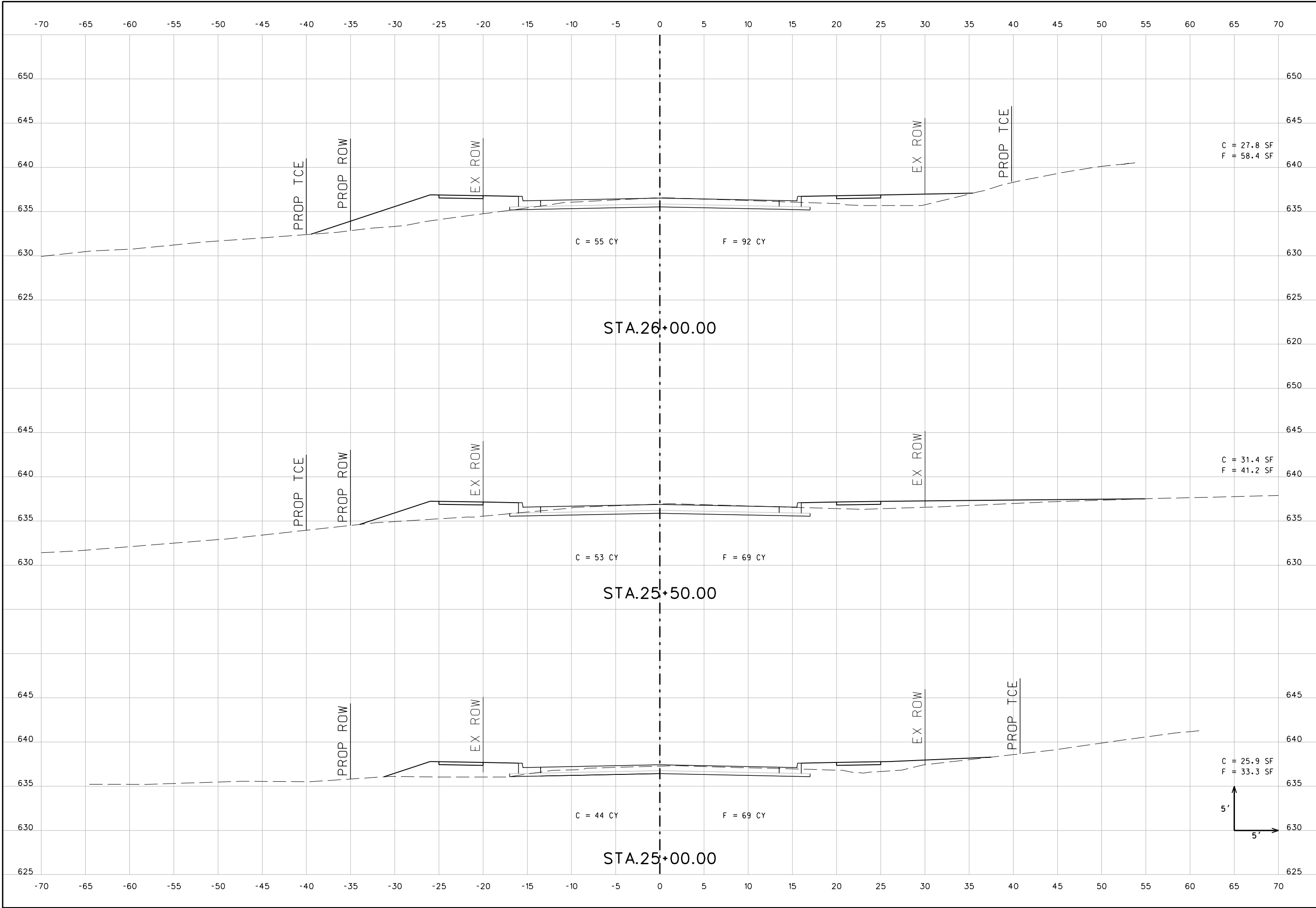
DESIGNED:
N. ELLIS

DRAWN:
N. ELLIS

CHECKED:
D. SHANE

SHEET SEQUENCE:
21 OF 28

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CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

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MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION

DISCLAIMER OF LIABILITY
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PRELIMINARY
CONSTRUCTION

DATE:
11/20/2018

HRGreen
LAND SURVEYING & ENGINEERING, L.L.C. 2015 CHESTNUT RD. SUITE 200, CHESTNUT HILL, MO 63017

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

DARDENNE
PRAIRIE

HANLEY ROAD
RECONSTRUCTION
CROSS SECTIONS
HANLEY ROAD
(SHEET 11 OF 17)

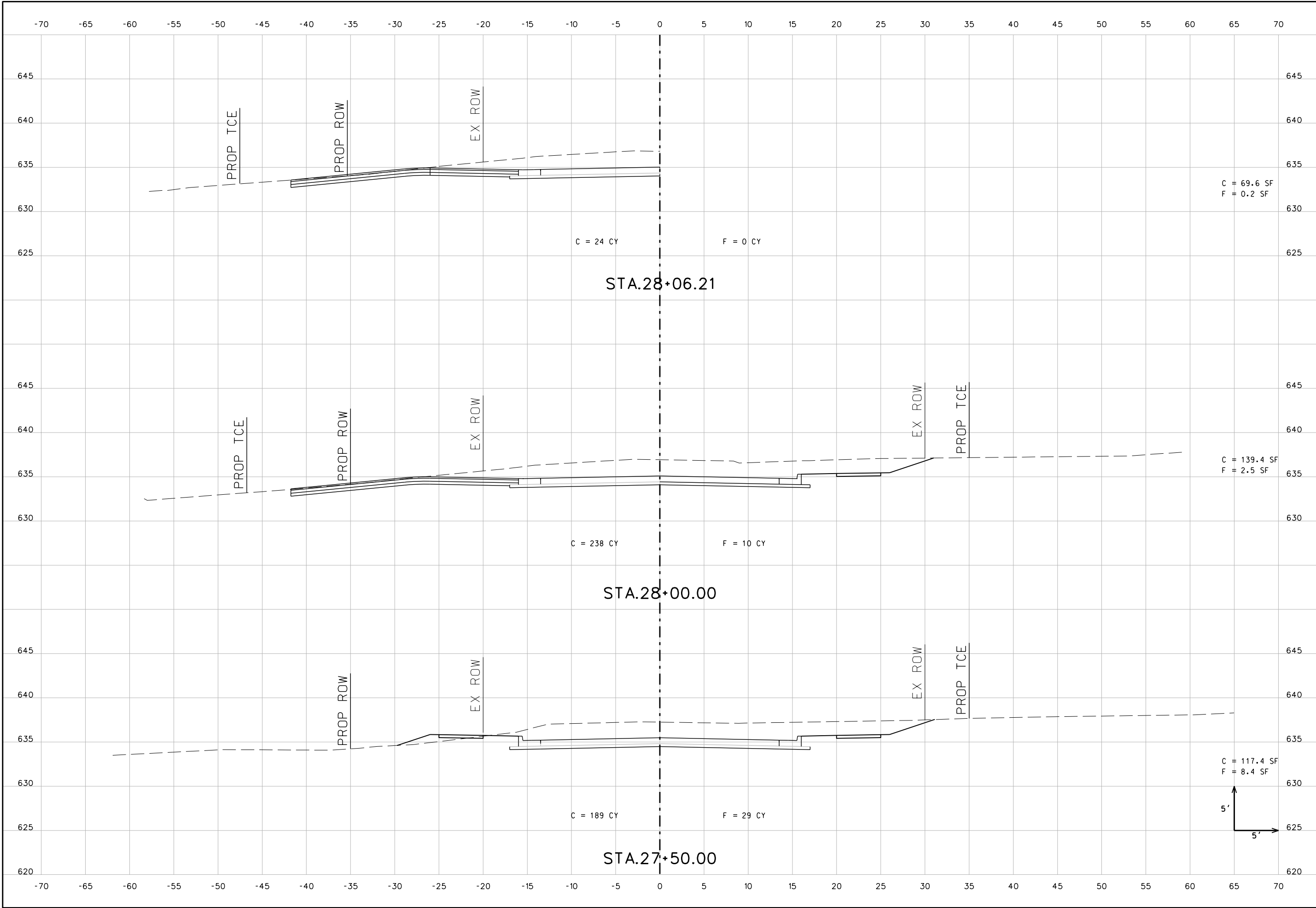
DESIGNED:
N. ELLIS

DRAWN:
N. ELLIS

CHECKED:
D. SHANE

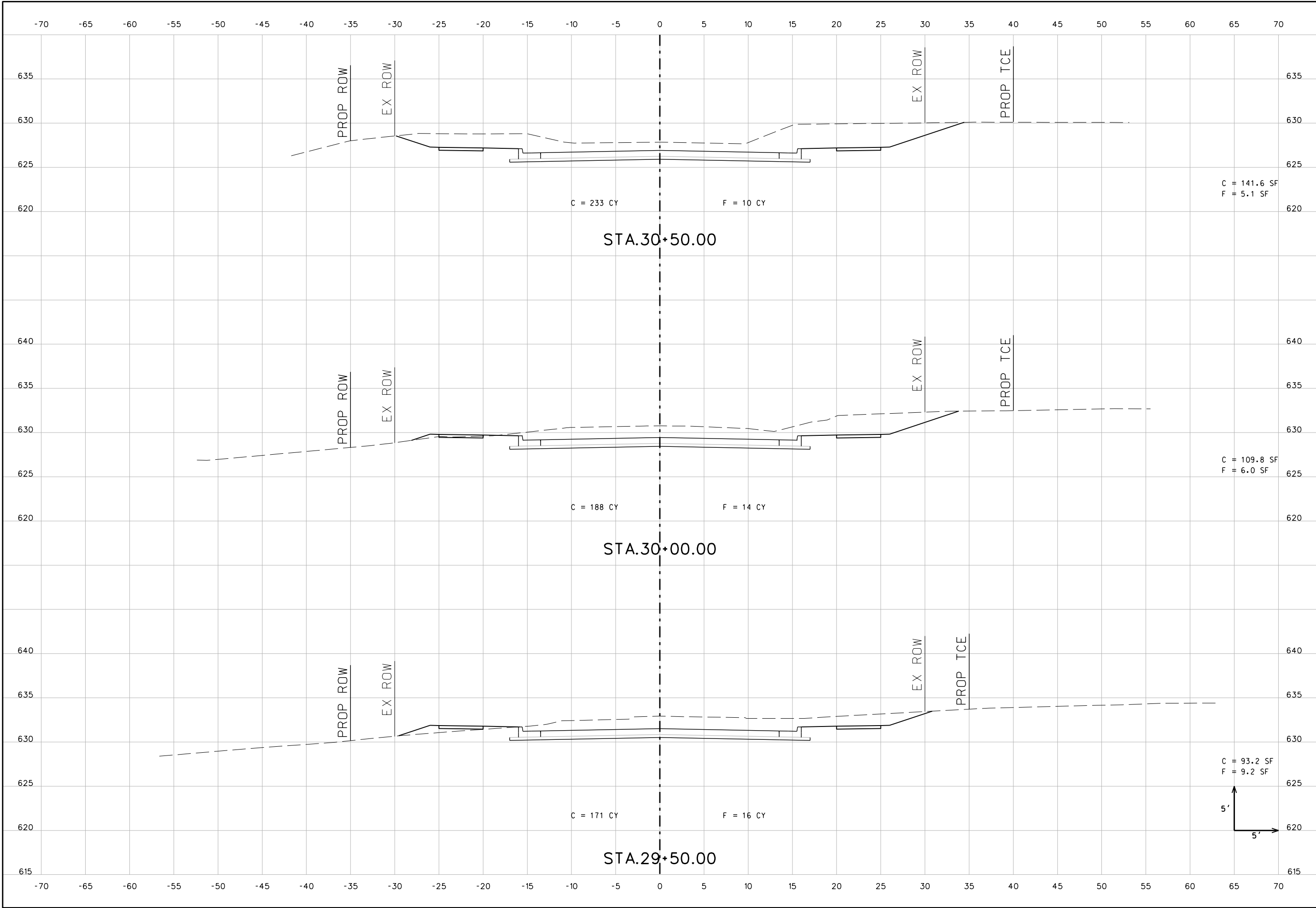
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CITY PROJECT NO. 970811	
FEDERAL PROJECT NO. STP-5613(608)	
E-W GATEWAY TIP NO.	
MSD:	
MSD BASE MAP:	
REVISIONS	DESCRIPTION
REV.	DATE
BY	APP.
DISCLAIMER OF LIABILITY I hereby specify that the documents intended to be authorized by my seal are preliminary and for informational purposes only. I hereby disclaim any responsibility for all other drawings, specifications, documents or instruments relating to or intended to be used in any project or survey engineering project or survey.	
PRELIMINARY CONSTRUCTION	
DATE: 11/20/2018	
PREPARED BY:	HRGreen HRGreen 160031_S_RD_XX_XS_13.DGN DANIEL T. SHANE PROFESSIONAL ENGINEER LICENSE NO.
DARDENNE PRAIRIE	
HANLEY ROAD RECONSTRUCTION CROSS SECTIONS HANLEY ROAD (SHEET 13 OF 17)	
DESIGNED: N. ELLIS	
DRAWN: N. ELLIS	
CHECKED: D. SHANE	
SHEET SEQUENCE: 24 OF 28	

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CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:


MSD BASE MAP:

REVISIONS	
REV.	DESCRIPTION


DISCLAIMER OF LIABILITY
I hereby specify that the documents intended to be prepared by my seal are for the use of the client and I hereby disclaim any responsibility for all other uses. Specifications, drawings, or instruments relating to or intended to be used for any project or survey engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE:
11/20/2018

HRCgreen
HARD SERVICES & PROJECTS, INC. 11111 N. CHERRY STREET, SUITE 200, CHERRY HILL, MO 63017

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

DARDENNE
PRAIRIE

HANLEY ROAD
RECONSTRUCTION
CROSS SECTIONS
HANLEY ROAD
(SHEET 15 OF 17)

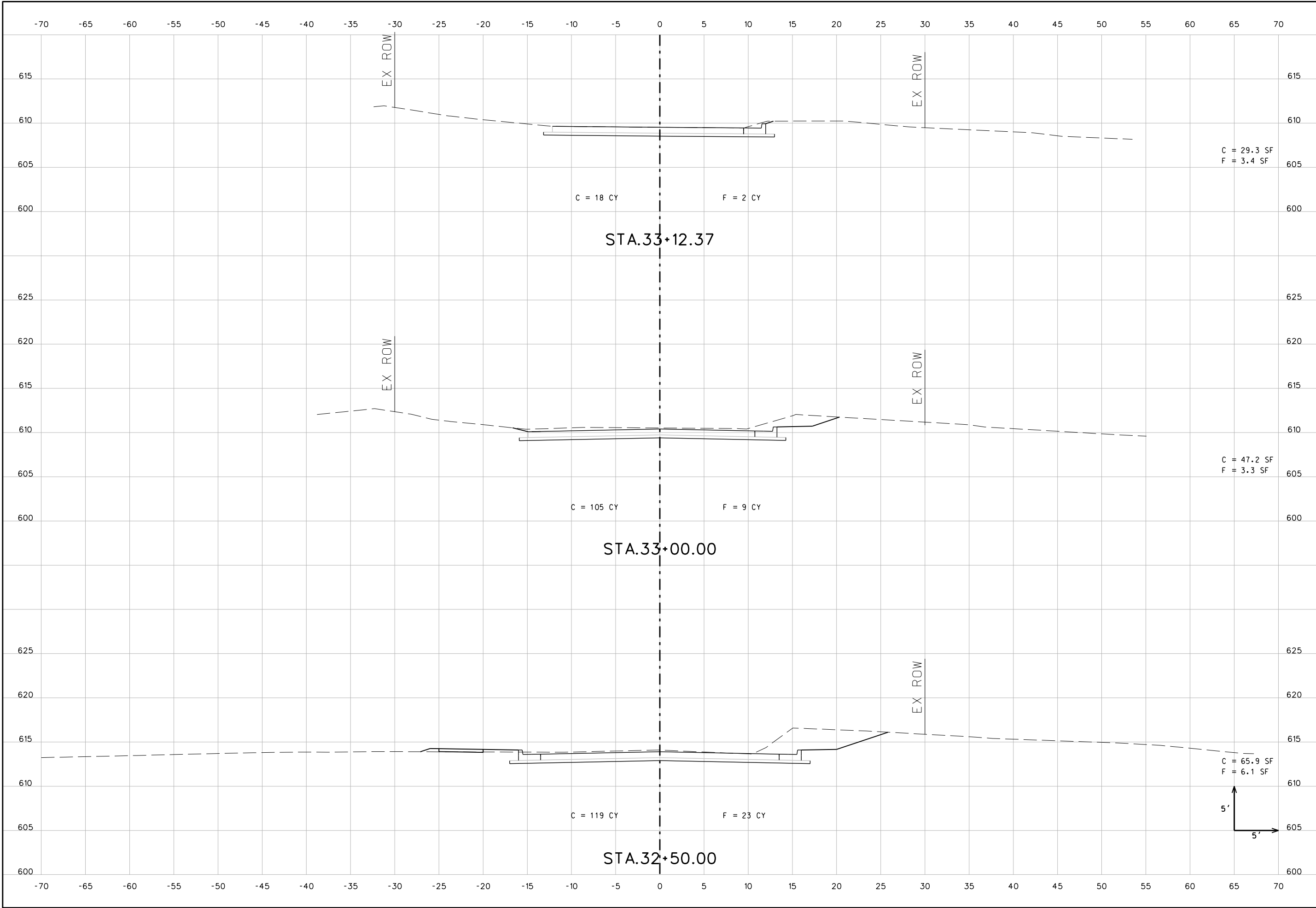
DESIGNED:
N. ELLIS

DRAWN:
N. ELLIS

CHECKED:
D. SHANE

SHEET SEQUENCE:
26 OF 28

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CITY PROJECT NO.
970811

FEDERAL PROJECT NO.
STP-5613(608)

E-W GATEWAY TIP NO.

MSD:

MSD BASE MAP:

REV.	DATE	BY	APP.	DESCRIPTION

DISCLAIMER OF LIABILITY
I hereby specify that the documents intended to be prepared by my seal are preliminary and for informational purposes only. I hereby disclaim any responsibility for all other documents or instruments relating to or intended to be used in any project or survey engineering project or survey.

PRELIMINARY
CONSTRUCTION

DATE:
11/20/2018

HRGreen
HRGREEN SERVICES, INC. 11111 N. 111TH AVE. SUITE 200, CHESAPEAKE, VA 20157

DANIEL T. SHANE
PROFESSIONAL ENGINEER
LICENSE NO.:

DARDENNE
PRAIRIE

HANLEY ROAD
RECONSTRUCTION
CROSS SECTIONS
HANLEY ROAD
(SHEET 17 OF 17)

DESIGNED:
N. ELLIS

DRAWN:
N. ELLIS

CHECKED:
D. SHANE

SHEET SEQUENCE:
28 OF 28

APPENDIX D: LAND ACQUISITION SERVICES DRAFT GENERAL AGREEMENT FORM

(The following is the draft general form of Agreement planned to be used between the City and Agent for the Project land acquisition services. This agreement is subject to change as a part of the consultant services negotiation process and legal review.)

**CITY OF DARDENNE PRAIRIE, MISSOURI
LAND ACQUISITION SERVICES AGREEMENT**

THIS AGREEMENT, is entered into by and between the City of Dardenne Prairie, Missouri (herein, the "City") and _____ whose address is _____
_____ (herein, "Agent").

WITNESSETH:

WHEREAS, the City proposes to acquire certain property rights or interest in certain tracts or parcels of land located in the County of St. Charles, State of Missouri, for Hanley Road Reconstruction and Improvements Project STP-5613(608).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) GENERAL DUTIES: The Agent shall negotiate on behalf of the City with the owners of each parcel for the acquisition of certain property rights or interests. The Agent shall exert his best efforts in accordance with good business practices and in accordance with the procedures set forth in Section 6 (Acquisition) of the Local Public Agency Land Acquisition Manual. In addition, the Agent shall comply with the requirements of its submitted Proposal.

(2) FEES: The Agent will be compensated for land acquisition services in accordance with the provisions of this Agreement and the Fee Schedule provided in "Attachment A". Total compensation for services, other than court testimony consultation, shall not exceed \$ _____.

(3) PARCELS OF LAND: The parcels of right of way and/or easements which the Agent shall be requested by the City to provide Land Acquisition Services for the purchase thereof are set forth on the Hanley Road Reconstruction and Improvements Project preliminary plans which are hereby made a part hereof by reference as though fully a part of this agreement.

(4) COMMENCEMENT: The Agent shall commence negotiations upon receipt of a written notice to proceed. The City shall specify in each notice to proceed with respect to each parcel listed therein, the nature and status of the title thereto or other interest therein to be acquired, the statement of just compensation and the form of conveyance document to be used.

(5) REVIEW OF PLANS: Prior to commencing negotiations by the Agent pursuant to this Agreement, the Agent, with respect to each parcel, shall review the plans and specifications for the aforementioned project, review the title reports or other ownership information and any appraisal reports or other pertinent information furnished by the Agent and the approved right-of-way plans provided by the City.

(6) RECORDS AND REPORTS: The Agent shall maintain records of its negotiations progress on a parcel basis detailing dates of contact, parties present and terms discussed. The information set forth in the Negotiator's Report, a copy of which is attached shall be made a part hereof by this reference. The Agent will submit its report, relating to each parcel subject to negotiations, to the authorized representative of the City having charge of the project, as from time to time as the same are completed.

(7) INVOICES: The Agent shall submit an itemized accounting of its time spent in the aforementioned services in the manner and form provided by the City. A statement shall be submitted for one-third (1/3) of the total amount referred to in paragraph two of this agreement after initial personal contacts with all the owners (or their representatives) of all the parcels listed in schedule "A". A statement shall also be submitted on or after _____ for the remaining two-thirds (2/3) of the total amount referred to in paragraph two of this agreement upon acquisition by deed or preparation for condemnation of the parcels shown in the Hanley Road Reconstruction and Improvements Project preliminary plans. Payment will be made within a reasonable time after approval of same. Each party shall furnish to the other information necessary to carry out this Agreement in accordance with its terms.

(8) DURATION: Agent shall complete his negotiations under this Agreement on or before September 30, 2019, If the Agent is unable to complete contract for acquisition pursuant to said negotiations within time required, the Agent shall submit a report stating the status of the parcels remaining and any special conditions peculiar to each such parcel, and his recommendation of further action to be taken. After due consideration, in writing, the City may extend the negotiation period.

(9) COURT APPEARANCES: The Agent agrees that it will appear in any court proceedings as requested by the City's counsel to give testimony as to its negotiations, and that it shall receive as compensation for such services payment of \$_____ to \$_____ per hour for the time consumed in such appearances. The Agent will also be available for consultation with the City 's counsel in trial preparation to be paid \$_____ for each day or \$_____ for each half day so appearing. Under no circumstances, however, shall the Agent's total compensation under this Agreement exceed the amount of \$_____, per parcel, including the Agent's labor, expenses and profits of any kind.

(10) SUCCESSFUL COMPLETION: Upon the successful completion of negotiations, the Agent shall deliver to the City, an executed contract to sell and shall assist the City in the closing of purchase of any parcel. If requested by the City, the Agent shall be present at such closing.

(11) CONFIDENTIALITY: All negotiations which the Agent may conduct by reason of this Agreement, terms of this Agreement, the Agent's opinions of the value and appropriate prices of the parcels, and the reports and information furnished to the Agent by the City, shall be kept confidential by the Agent, and shall not be divulged in whole or in part to any party whatever, without the prior written consent of the City. Further, the Agent shall not disclose to third parties confidential factual matter provided by the City except as may be required by

statute, ordinance, or order of court, or as authorized by the City. The Agent shall notify the City immediately of any request for such information. None of the restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the City, MoDOT or Federal Highway Administration. None of the restrictions in this section shall apply to testimony which the Agent is required to give under oath in a judicial proceeding.

(12) CONFLICT OF INTEREST: If the Agent at any time discovers or is informed by the City of the existence of any possible conflict of interest on the part of the Agent, the Agent shall immediately cease all activity in connection with such services, and promptly notify the City in writing, of all relevant facts and circumstances pertaining to such conflict, so that the City may take such action as it deems appropriate, including but not limited to, the exclusion of any parcel or parcels involved from this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Agent at the direction of the City and information supplied by the City shall remain the property of the City.

(14) REPRESENTATIVE: The Mayor of the City of Dardenne Prairie is the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agent shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(17) AUDIT OF RECORDS: The Agent must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Agent and the City.

(19) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, _____, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without

liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, _____, percentage, brokerage fee, gift, or contingent fee.

(20) ASSIGNMENT: The Agent shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.

(21) CANCELLATION: In the event the Agent shall fail to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the City shall have the right to cancel this Agreement. Should the City exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Agent.

(22) DELAY: In the event that the project covered by this Agreement is postponed or delayed by the Agent, the City shall have the right to terminate this Agreement. In the event the Agreement is terminated under this provision, or in the event it is terminated because of illness of the Agent, or for other reasons not the fault of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(23) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the City's representative shall make a determination of such fact and its decision shall be final.

(24) NEGOTIATORS: The City reserves the right to use its own negotiators on any parcel deemed advisable on the project.

(25) INDEMNIFICATION: The Agent shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Agent on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Agent performance under this Agreement, the Agent assumes the obligation to save the City harmless, including its agents, employees and assigns, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act, including legal fees. The Agent also agrees to hold harmless the City, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Agent for any purpose under this Agreement, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(26) NONDISCRIMINATION: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

(A) Civil Rights Statutes: The Agent shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Agent is providing services or operating programs on behalf of the City, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Executive Order: The Agent shall comply with all the provisions of Executive Order (EO) 94-03, issued by the Hon. Mel Carnahan, Governor of Missouri, on the January 14, 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This EO prohibits discriminatory practices by the state, the Agent or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Administrative Rules: The Agent shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(D) Nondiscrimination: The Agent shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Agent shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Agent. These apply to all solicitations either by competitive bidding or negotiation made by the Agent for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Agent of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(F) Information and Reports: The Agent shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, MoDOT or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Agent is in the exclusive possession of another who fails or refuses to furnish this information, the Agent shall so certify to the City, MoDOT or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Agent fails to comply with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

- 1) Withholding of payments under this Agreement until the Agent complies; and/or
- 2) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(H) Incorporation of Provisions: The Agent shall include the provisions of paragraph 26 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the _____ or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the _____ or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

(27) PERSONAL SERVICES: This Agreement is for the personal services of _____, who shall negotiate on behalf of the _____ with the owners of each parcel for the acquisition of certain property rights or interests and, if necessary, testify in any condemnation action.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Agent this _____ day of _____, 20__.

Executed by the City this _____ day of _____, 20__.

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____) ss

On this _____ day of _____, 19__, before me appeared _____, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 19__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 19__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the _____ and the seal affixed to the foregoing instrument is the official seal of said _____ and that said instrument was signed in behalf of said _____ by authority of the _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public
My Commission Expires: _____

APPENDIX E: LAND ACQUISITION SCHEDULE

(The following is the draft land acquisition schedule. This agreement is subject to change as a part of the design process and MoDOT approval.)

**LAND ACQUISITION SCHEDULE
DRAFT**

County/City: **Dardenne Prairie, Missouri**
Route: **Hanley Road**
Job Number: **STP-5613(608)**
Letting Date: **September 2020**
No. of Parcels: **26**

A-Date/Notice to Proceed..... March 25, 2019

*Securing appraisal contracts
Appraisers developing reports
Securing review appraisal contracts*

Appraisals/Payment Estimates Complete May 1, 2019

Appraisals being reviewed

Appraisal Reviews Complete June 1, 2019

*Preparing negotiation packets
(deeds, offer letters, brochures,
prorata tax claim forms, etc.)*

Written Offers Made..... July 1, 2019

Negotiation period

60-Day Notices Sent July 26, 2019

Negotiations continue

File Condemnation Petition or Cancel Project September 30, 2019

*Condemnation Hearing
Condemnation Commissioners' Viewing
Condemnation Commissioners' Award*

Submit Clearance Certification..... January 15, 2020

NOTE: *Complete the schedule as if no donations are expected.*

NOTE: *If relocation/personal property is involved, contact MoDOT for additional information regarding scheduling.*