



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

### MEETING ATTACHMENTS (ID # 5448)

Meeting: 05/14/26 8:30 AM  
Department: County Clerk  
Category: Meeting Items  
Prepared By: Eryn Flood  
Initiator: Eryn Flood  
Sponsors:  
Doc ID: 5448

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## Meeting Attachments

### ATTACHMENTS:

- 1 - 14 MAY 2026- CERTIFIED COMMISSION ORDER-05-14-2026-01- EXECUTED
- 2 - 14 MAY 2026- E-911 UPDATE-COVER SHEET
- 3 - 14 MAY 2026- E-911 UPDATE
- 4 - 14 MAY 2026- NIXA EAGLES WOMEN WRESTLING TEAM- PROCLAMATION-COVER SHEET
- 5 - 14 MAY 2026- NIXA WOMEN WRESTLING TEAM PROCLAMATION- EXECUTED
- 6 - 14 MAY 2026- RECORDER 1ST QUARTER REPORT-COVER SHEET
- 7 - 14 MAY 2026- RECORDER 1ST QUARTER FEE ALLOCATION
- 8 - 14 MAY 2026- RECORDER-1ST QUARTER ACTIVITY SUMMARY
- 9 - 14 MAY 2026- CONTRACT RENEWAL- GENERATOR MAINTENANCE- CENTRAL POWER SYSTEMS & SERVICES-COVER SHEET
- 10 - 14 MAY 2026- CENTRAL POWER SYSTEMS QUOTE
- 11 - 14 MAY 2026- CENTRAL POWER AWARD LETTER - EXECUTED
- 12 - 14 MAY 2026- BID AWARD-HIGHLANDVILLE SECURITY FENCE-COVER SHEET
- 13 - 14 MAY 2026- ITB-HIGHLANDVILLE SECURITY FENCE-BID TAB
- 14 - 14 MAY 2026- ANCHOR FENCE- AWARD LETTER- EXECUTED
- 15 - 14 MAY 2026- CHADWICK RD BRIDGE OVER CEDAR CREEK DESIGN AGREEMENT-COVER SHEET
- 16 - 14 MAY 2026- CHADWICK RD BRIDGE OVER CEDAR CREEK DESIGN AGREEMENT-CONTRACT

CERTIFIED COMMISSION ORDER# 05-14-2026-01


The Treasurer is hereby ordered to pay the following entities:

2026 #310 Road & Bridge Sales Tax					
R#:			Totals	Account	Notes
May 7, 2026					
April 2026 Term					
Sales Tax #310 Received			\$516,135.57	221-41310	
	Mileage	% of Total Mileage			
Common Road I	273.51	33.118204054%	\$170,934.83	231-49290	
Common Road II	285.20	34.533698206%	\$178,240.70	232-49290	
Total County (including SRD)			825.86		
Common Road I		Budget Apportionment	\$27,000.00	231-49290	
Common Road II		Budget Apportionment	\$27,000.00	232-49290	
Common I Total			\$197,934.83	221-800-59501	
Common II Total			\$205,240.70	221-800-59502	
Amount To Remain in Pool			\$112,960.04		

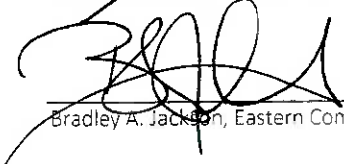
Calculations prepared by the Highway Administrator

  
 Lynn Morris, Presiding Commissioner

5/14/26  
 Date

  
 Johnny Williams, Western Commissioner

5-14-26  
 Date

  
 Bradley A. Jackson, Eastern Commissioner

5-14-2026  
 Date

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 14th day of May, 2026.



  
 Paula Brumfield, Clerk of the County Commission



## **Christian County Commission**

100 West Church St, Room 100

Ozark, MO 65721

### **E-911 Update**

David Driskell

David will be giving the E-911 update for the first quarter, as well as the updates on MOSWIN 911 Communication System, as the Interim Director for Christian County Emergency Services.

Should he provide me with any documents, I will forward as soon as possible. I have a message in to him to see if any are available.



## Christian County Emergency Services

Administration: 204 West Elm Street – Ozark, MO 65721 – 417.582.1026

Communications Center: 110 West Elm Street, Room 50 – Ozark, MO 65721 – 417.582.1030

Thursday, May 14, 2026

Christian County Commission  
100 West Church Street  
Ozark, MO 65721

**Re: MOSWIN Update**

Christian County Commissioners,

The Missouri Statewide Interoperability Network (MOSWIN) project has entered its final phase, with anticipated completion within the next 60 to 90 days.

To recap this significant achievement for Christian County: In late 2022, the Department of Justice Community Oriented Policing Services (DOJ COPS) awarded a federal appropriation of \$8,547,000 to support the implementation of a new public safety radio and emergency communications system. In addition, local municipalities, county government, and our organization collectively invested just over \$1.8 million in civil infrastructure improvements to support the system.

From 2023 through 2025, civil engineering and infrastructure work were successfully completed, with physical radio installations beginning in late August and early September 2025. By early December 2025, virtually all of the law enforcement agencies had received and deployed their radio equipment and were actively operating on the new system.

Since the completion of final system tuning at the end of March, no significant issues have been reported. Users across the county, from Billings to Garrison, have experienced improved radio coverage, clearer audio quality, and enhanced functionality. New features, such as push-to-talk identification and seamless multi-jurisdictional interoperability, have already proven valuable in daily operations.

We would also like to recognize Christian County's contribution of \$603,052 toward civil infrastructure improvements. This funding played a critical role in the acquisition and installation of new equipment shelters, backup generators, and other necessary upgrades at radio tower sites. In return, the Sheriff's Office, Prosecuting Attorney's Office, and Emergency Management Agency received approximately \$2.14 million in upgraded radio equipment.



## **Christian County Commission**

100 West Church St, Room 100

Ozark, MO 65721

### **Proclamation for Nixa Eagles Women Wrestling Team Day**

Commissioner Johnny Williams

In recognition of winning their back-to-back 2026 Missouri State Women's Wrestling Championship, we will be proclaiming May 15, 2026 as Nixa Eagles Women's Wrestling Team Day.

Requested by: bporterfield@christiancountymo.gov 2026-05-06 12:44



## *Christian County Commission Proclamation*

*Whereas* the Nixa Eagles Women's Wrestling Team has demonstrated extraordinary skill, determination, and sportsmanship throughout the 2025-2026 season; and

*Whereas* the team finished their remarkable season with 122.5 points, earning their rightful place as the 2026 Class 2 Missouri State Women's Wrestling champions; and

*Whereas* the wrestlers, coaches, and staff of the Nixa Eagles have displayed incredible teamwork, dedication, and perseverance in every match, overcoming challenges and adversities along the way; and

*Whereas* the hard work and unwavering spirit of the team have not only made their school and community proud, but have also inspired countless fans, young athletes, and supporters throughout the state of Missouri; and

*Whereas* this achievement marks a significant moment in Nixa High School's history, establishing the Eagles as a dominant force in Missouri high school sports as back-to-back state champions.

*Now, Therefore*, we, The Christian County Commission, do hereby proclaim:

**May 15, 2026, as Nixa Eagles Women's Wrestling Team Day**


In recognition of their victorious achievement in winning the 2026 Missouri State Women's Wrestling Championship.

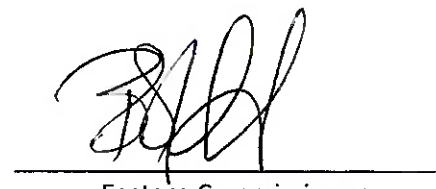
*Be it further resolved*, that we commend the Nixa Eagles Women's Wrestling Team for their exceptional sportsmanship, teamwork, and resilience, and we celebrate their remarkable accomplishment that will forever be etched in the history of Missouri high school wrestling.



*In Witness Whereof*, we have hereunto set our hand and caused the seal of Christian County, Missouri to be affixed on this day, May 14, 2026.

  
\_\_\_\_\_  
Presiding Commissioner  
Lynn Morris

  
\_\_\_\_\_  
Western Commissioner  
Johnny Williams

  
\_\_\_\_\_  
Eastern Commissioner  
Bradley A. Jackson



## **Christian County Commission**

100 West Church St, Room 100

Ozark, MO 65721

### **Recorder's 1st Quarter update**

Kelly Hall

Will be presenting the updates for the Recorder's office 1st Quarter Activities and Summaries.

#### **ATTACHMENTS:**

2026 1st quarter Fee Allocation

2026 1st quarter Activity Summary

Requested by: khall@christiancountymo.gov 2026-05-06 09:59

**Kelly Hall, Recorder of Deeds**  
Christian County, Missouri

Monthly Activity Summary

Report Dates: 01/01/2026 to 03/31/2026

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Counts

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Copy Fees - \$1955.00  
eRecordings - \$137914.00  
Federal TaxLien - 4 Documents  
Federal TaxLien Releases - 3 Documents  
Land Instruments - 3737 Documents  
Land Non-Standard Fees - 14 Documents  
Marriage Certified Copy - 254 Documents  
Marriage License - 104 Documents  
Military Sep - 0 Documents  
Plats - 20 Documents  
State TaxLien - 0 Documents  
State TaxLien Releases & Expunge - 2 Documents  
Surveys - 34 Documents

**Kelly Hall, Recorder of Deeds**  
Christian County, Missouri

Fee Allocation

Report Dates: 01/01/2026 to 03/31/2026

Account Description	Account Code	Deposit Amount
GENERAL REVENUE	100-000-4265	\$92,472.00
RECORDER TECHNOLOGY	100-000-4266	\$32,152.95
RECORDER USER FEE	100-000-4267	\$8,138.00
SHELTER FUND	100-000-4268	\$520.00
STATE USER FEE	100-000-4269	\$7,788.00
STATE POOL	100-000-4270	\$7,580.00
MISSOURI HOUSING TRUST	100-000-4271	\$11,370.00
CHILDRENS TRUST (ML APP)	100-000-4272	\$1,560.00
CHILDRENS TRUST (ML CERT)	100-000-4273	\$1,778.00
CERF FUND	100-000-4285	\$27,300.00
GENERAL REVENUE - COPIES LAND	GENREV-COPY-LAND	\$1,955.00
GENERAL REVENUE - COPIES ML	GENREV-COPY-ML	\$510.00
OVERPAYMENTS	OVER	\$0.00
<b>Total of Allocations</b>		<b>\$193,123.95</b>



## Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

### **Contract Renewal - Generator Maintenance - Central Power Systems & Services**

Kim Hopkins-Will - Purchasing Manager Richard Teague - Maintenance Supervisor

Central Power Systems & Services provides preventative maintenance to keep both our generators running. The generators for this service are located in the Circuit Court Building and the Jail.

The annual preventative maintenance price did not change from last year.

Preventive Maintenance for the Circuit Court Building is \$850.00 annually, and Preventive Maintenance for the Jail Building is \$525.00.

Our recommendation is to renew the contract with Central Power Systems & Services for an additional year, beginning June 8, 2026, and ending June 7, 2027.

#### **ATTACHMENTS:**

Award Letter

Central Power Systems Quote

Requested by: purchasing@christiancountymo.gov 2026-05-07 16:15

# CENTRAL POWER SYSTEMS & SERVICES

3100 E. Kearney . Springfield, MO. 65803

(417) 865 - 0505

## Maintenance Agreement

**Effective Date:** 5/1/2026      **Expires:** 5/1/2027      **Term:** 1      **YEAR(S)**

**Customer:**

**Contact:**

Christian County  
Jail Building  
100 W. Church Street Room 100  
Ozark, MO 65721

Name: Janeen Milner  
Phone: (417) 581-2995  
Email: [jmilner@christiancountymo.gov](mailto:jmilner@christiancountymo.gov)  
Cust. #: 13214

### UNIT INFORMATION

Unit #	Make	M/N	S/N	KW
1	Kohler	300REOZD	06R0645287	300

### PROVIDING SERVICE

Unit	Month of Serv.	Service	PER SERVICE PRICE
1	Decemeber	Annual PM	\$ 850.00
1	June	Semi - Annual	\$ 370.00
			\$ 1,220.00

### OTHER PROVIDING SERVICE - Upon Request

Unit	Month of Serv.	Service	PER SERVICE PRICE
1	Upon Rquest	2hr Load Bank	\$1,060.00
			\$1,060.00

**Any/ all such additional required repairs or parts not covered under this PM agreement**

*Discounted Door Rate (2hr min) \$ 135.00    Service Trip \$ 240.00    Parts At time Pricing*

**\*\*\*\* THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES \*\*\*\***

Respectfully submitted for your approval,

**Bobbe Phillips - PM Contract Sales Representative, Admin**

Email: [bobbe.phillips@cpower.com](mailto:bobbe.phillips@cpower.com)    Office Direct: (417) 865-0505    Cell: (417) 630-2746

**Customer - Approval:** \_\_\_\_\_

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

# CENTRAL POWER SYSTEMS & SERVICES

3100 E. Kearney . Springfield, MO. 65803

(417) 865 - 0505

## Maintenance Agreement

**Effective Date:** 6/1/2025      **Expires:** 6/1/2026      **Term:** 1      **YEAR(S)**

**Customer:**

Christian County  
Circuit Court Building  
100 W. Church Street Room 100  
Ozark, MO 65721

**Contact:**

Name: Janeen Milner  
Phone: (417) 581-2995  
Email: [jmilner@christiancountymo.gov](mailto:jmilner@christiancountymo.gov)  
Cust. #: 13214

### UNIT INFORMATION

Unit #	Make	M/N	S/N	KW
1	AKSA	JPSIB5.70EMT	AKSA1803090008	100

### PROVIDING SERVICE

Unit	Month of Serv.	Service	PER SERVICE PRICE
1	Decemeber	Annual PM	\$ 525.00
1	June	Semi - Annual	\$ 370.00
			\$ 895.00

### OTHER PROVIDING SERVICE - Upon Request

Unit	Month of Serv.	Service	PER SERVICE PRICE
1	Upon Rquest	2hr Load Bank	\$760.00
			\$760.00

### Any/ all such additional required repairs or parts not covered under this PM agreement

*Discounted Door Rate (2hr min) \$ 135.00    Service Trip \$ 240.00    Parts At time Pricing*

**\*\*\*\* THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES \*\*\*\***

Respectfully submitted for your approval,

**Bobbe Phillips - PM Contract Sales Representative, Admin**

Email: [bobbe.phillips@cpower.com](mailto:bobbe.phillips@cpower.com)    Office Direct: (417) 865-0505    Cell: (417) 630-2746

**Customer - Approval:** \_\_\_\_\_

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

## Terms and Conditions

***We would like to thank you for your interest in our generator preventative maintenance program. Your equipment represents a significant investment, and a solid maintenance program will help ensure it will be ready to perform when you need it most. We look forward to being of service to you!***

Central Power Systems & Services, Inc. (CPS&S) agrees to provide said customer and said Customer agrees to accept and pay for the parts and services necessary for the periodic inspections and services of the equipment described on the first page in accordance with the following terms and conditions.

1. TERM: This agreement shall be effective for the minimum term as outlined on page 1. CPS&S reserves the right to implement subsequent price increases. In such cases, a new maintenance agreement will be provided to the customer for their approval.

Once the new agreement has been submitted to the customer, the current agreement is no longer valid. All maintenance and any additional repair pricing on the new agreement supersedes the previous agreement, irrespective of approval status. No work will be performed without proper approval.

2. PAYMENT: Each installment will be due in accordance with agreed Net 30 terms for customers with a current credit account. For all other non-credit account customers, each installment shall be due and payable upon receipt of the invoice by the customer, with invoices being issued by CPSS upon completion of each periodic inspection.

3. INSPECTION: During the duration of this Agreement, CPS&S will service equipment during normal business hours. Any service completed outside of normal business hours at the customer's request will be invoiced at 1.5 times the labor portion of the quoted price, and double time for holidays. The following services will be provided under this agreement:

The following services will be provided under this agreement:

### **ENGINE**

#### System

- Inspect for leaks
- Check all engine controls for proper adjustments

#### Fuel System

- Inspect fuel supply manifolds for leaks, condition, and security
- Inspect engine fuel lines, pump, and filters for leaks, condition, and security
- Inspect and lubricate governor actuator to rack and ball joints

#### Air System

- Inspect louvers for condition, security, and proper air flow
- Inspect air filter(s) for condition and security: tighten clamps and brackets as needed.

NOTE: Expected service life of air filter(s) is 2 to 4 years will be predictively quoted for replacement, when necessary, based on age, condition, &/or expected service life & would be at an additional cost to this agreement. Inspect turbo outlet hoses and pipes (if so equipped) for condition and security: tighten clamps and brackets as needed

- Inspect and lubricate blower bypass actuators
- Inspect and lubricate air box damper operating mechanism (if so equipped)
- Service crankcase breathers and air box drains as required

#### Cooling System

- Check coolant level and record freeze protection point
- Top-off coolant as needed, up to 1 gallon per year at NO ADDITIONAL CHARGE
- Inspect fan shrouds, guards, and brackets for condition and security
- Inspect radiator core for cleanliness, condition, and security
- Inspect fan drive belt for condition, security, and proper tension
- Inspect idler and fan drive bearings. Check condition and security of mounts, brackets, and adjusters, tightening as need
- Inspect coolant hoses and pipes for condition and security, tightening clamps and brackets as needed

#### Exhaust System

- Inspect exhaust pipes and flexes where accessible checking for leaks - tighten clamps and flange bolts as required
- Inspect muffler supports & rain cap and operate drains as equipped
- Inspect turbocharger clamps and brackets, tightening as required (if so equipped)

#### Engine Electrical System

- Inspect starter & battery cables, control wires, and connectors for condition and security - tighten, clean, & treat as needed
- Check charger for proper operation and output float voltage
- Check and record starting battery(s) voltage (check electrolyte level on non-maintenance style ONLY)
- Load test starting battery(s) to 450 amps per cell for 15 seconds and record voltage & RCCA
- Expected service life of battery(s) is 3 to 5 years.

**NOTE:** Generator uses battery(s) with an expected service life of 3 to 5 years & will be predictively quoted for replacement, when necessary, based on age, condition, & expected service life and would be at an additional cost to this agreement.

- Inspect electrical control and sensor wire termination, tightening as required
- Check operation of jacket water heater, control thermostats, and oil pressure disconnect switch
- Inspect engine protective pre-alarm & shut-down devices including oil pressure, coolant temperature, over crank, over speed shutdowns, and all others as equipped
- Inspect ignition system for signs of deterioration (gaseous fueled units)

#### **GENERATOR END**

##### Mechanical

- Lubricate serviceable bearings at least once per year
- Inspect mounting bolts and drive flex fastening bolts
- Inspect fan guard for condition and security
- Inspect air inlet screen for cleanliness, condition, and security
- Inspect mechanical connections for tightness, condition, and security

##### Electrical

- Test run unit to check & record output voltage & amperes with no load
  - Output under a load can only be checked with building load or with Optional Load Bank Test with CPS&S equipment
- Inspect cable wire termination at generator for condition and security
- Inspect end bell enclosure for cleanliness and device interference with rotating assembly
- Inspect and test generator protective devices (circuit breaker, safeguard breaker)

#### **CONTROLS AND TRANSFER SWITCH**

- Check operation of auto start and remote controls – perform load transfer test ONLY if approved to do so while on site
- Check operation of generator set associated indicators, lights, and alarms
- Check and adjust system frequency and voltage
- Inspect relays and contacts for excess wear and cleanliness
- Check soundness of linkages and load cables
- Inspect condition of control panel wiring
- Review switch for overall cleanliness and condition

4. **LIMITATION OF LIABILITY:** The agreement covers only the specific items outlined above and does not include expenses related to repairing damage caused by abuse, accidents, theft, acts of a third party, forces of nature, alteration of the equipment, or improper operation. While periodic service and maintenance are intended to maximize the equipment's availability, CPS&S does not provide warranties or guarantees regarding the availability of the equipment or the loss of its use covered under this contract. CPS&S shall not be liable for any consequential, incidental, or exemplary damages, including but not limited to, loss of profits, downtime, or other damages

5. **INSPECTION REPORTS:** After each inspection, the customer will be furnished with a copy of CPS&S Field Inspection Report detailing any conditions or parameters found to be below acceptable standard conditions or outside of normal control parameters. The report will also recommend a course of action that could be taken to correct the situation.

6. **ADDITIONAL REPAIRS / PARTS:** CPS&S Service team will review all Field Inspection reports and provide a quote for any recommended additional service, parts, materials, and/or testing necessary to address any identified sub-standard conditions outlined in the Field Inspection Report. Any / all such additional required repairs or parts not covered by the preventative maintenance plan will be invoiced at the discounted rate established for the initial year. Subsequent annual increases will align with the prevailing door rate at the time the invoice is issued. Additional work is subject to but limited to a 2-hour minimum charge, current part pricing, applicable trip charge per service trip, shop supplies, truck fee, and taxes if applicable.

After-hours work is charged at time and a half, and work on holidays is charged at double time. Such additional work will only be performed with the explicit approval and authorization of the customer.

7. **TERMINATION:** This agreement may be cancelled at any time during the agreement period with no termination fees by notifying CPS&S in writing. The Customer will remain responsible for all parts and labor completed or in progress prior to the cancellation notification.

8. **ADDITIONAL TERMS AND CONDITIONS:** This proposal is subject to acceptance within 30 days from the date on page 1. No changes or additions to this agreement shall be recognized unless they are made in writing and signed by both parties. The prices quoted do not include taxes; additional charges will apply if applicable. Invoicing will be carried out in accordance with CPS&S standard practices. Should the customer require our participation in their distinct web-based PO/Invoicing system, additional surcharges will be applicable.



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Lynn Morris  
Presiding Commissioner

Bradley A. Jackson  
Eastern Commissioner

Johnny Williams  
Western Commissioner

May 14, 2026

Central Power Systems & Services  
3100 E Kearney  
Springfield, MO 65803  
ATTN: Bobbe Phillips  
417-865-0505  
[Bobbe.phillips@cpower.com](mailto:Bobbe.phillips@cpower.com)

RE: Generator Maintenance Contract

The Christian County Commission voted in session today to renew the contract for generator maintenance to Central Power Systems & Services.

The original contract was awarded on June 14, 2022. This contract renewal is effective beginning June 8, 2026, through June 7, 2027.

Your point of contact will be the Building and Grounds Maintenance Supervisor, Richard Teague. Mr. Teague can be reached at (417)839-3186 or email [maintenance@christiancountymo.gov](mailto:maintenance@christiancountymo.gov).

Johnny Williams  
Western Commissioner

Date: 5-14-26

Lynn Morris  
Presiding Commissioner

Date: 5/14/26

Bradley A. Jackson  
Eastern Commissioner

Date: 5-14-2026



## **Christian County Commission**

100 West Church St, Room 100

Ozark, MO 65721

### **Bid Award - Highlandville Security Fence**

Highway Administrator Beadles

Bid award for the installation of a security fence for the Common 2 Highlandville property. Project was advertised on April 8, bid opening was held on April 22. Christian County recieved 3 bids (Anchor Fence, Diamond Fence, and First Due Fencing).

The Highway Department will be recommending award to Anchor Fence, the lowest and most responsive bidder. Copies of the bid documents are available upon request.

This project was budgeted for FY26.

#### **ATTACHMENTS:**

BID TAB

AWARD LETTER - DRAFT

Requested by: mbeadles@christiancountymo.gov 2026-04-24 11:14

**Bid Tab - ITB Security Fence Highlandville Shop Building**

<b>Item Description</b>	<b>Item Details</b>	<b><i>Diamond Fence, LLC</i></b>	<b><i>First Due Fencing</i></b>	<b><i>Anchor Fence</i></b>
Furnish & Install 72" Chain Link Fence		\$36,125.00	\$27,625.00	\$17,425.00
Furnish & Install Gates	2 double drive swing gates 16' W x 6' H	\$2,600.00	align="right">\$3,129.75	align="right">\$2,775.00
	1-16'W cantilever gate	\$2,800.00		
Furnish & Install Electric Gate Arms & Accessories		\$10,000.00	\$12,600.00	\$17,312.27
<b>TOTAL</b>		\$51,525.00	\$43,354.75	\$37,512.27



# Christian County Commission

100 W. Church Street Room 100  
Ozark, Missouri 65721  
(417)582-4300

Lynn Morris  
Presiding Commissioner

Bradley A. Jackson  
Eastern Commissioner

Johnny Williams  
Western Commissioner

May 14, 2026


Anchor Fence  
Attn: Randy Hunter  
5775 S Campbell Ave  
Springfield, MO 65810

Mr. Hunter:

The Christian County Commission voted in session today to award the bid for Highlandville Shop Security Fence to Anchor Fence for the total amount of \$37,512.27.

We thank you for participating in the bidding process and look forward to doing business with you.

Sincerely,




---

Johnny Williams  
Western Commissioner



---

Lynn Morris  
Presiding Commissioner



---

Bradley A. Jackson  
Eastern Commissioner



## **Christian County Commission**

100 West Church St, Room 100

Ozark, MO 65721

### **Chadwick Rd Bridge over Cedar Creek Design Agreement**

Miranda Beadles, Highway Administrator

Christian County was awarded a Federal Lands Access Program (FLAP) grant for the design and construction of a new bridge on Chadwick Rd over Cedar Creek. The County issued an RFQ, received submittals from 5 firms. After review and scoring from the selection committee, Wilson & Company scored the highest. We were able to negotiate scope and fees successfully and have received MoDOT concurrence to move forward with Commission signatures.

#### **ATTACHMENTS:**

Contract

Requested by: mbeadles@christiancountymo.gov 2026-05-05 10:28

**SPONSOR: Christian County**

**LOCATION: Chadwick Road over Cedar Creek in Christian County Missouri**

**PROJECT: Bridge 4630009 Replacement (FLAP-090)**

*THIS CONTRACT* (sometimes also called the “Agreement”) is between Christian County Missouri, hereinafter referred to as the "Local Agency", and Wilson & Company, Inc., Engineers & Architects, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Federal Lands Access Program (FLAP) coordinated through the Missouri Department of Transportation, the Local Agency intends to remove and replace bridge number 4630009 on Chadwick Road over Cedar Creek in Christian County Missouri and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

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

**See Attachment A**

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

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

#### **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; In all instances herein, Engineer is entitled to reasonably rely upon the accuracy of the services, information, surveys, and reports provided by Local Agency or any of their subcontractors or consultants, but shall review the same in accordance with the Standard of Care

- 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 their 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:

See Schedule in Scope of Services in Attachment B

The Local Agency will grant time extensions for delays due to reasonably unforeseeable causes beyond the reasonable 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 to the extent consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). 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. No specification, procedures or other requirements shall require a standard of performance of professional services greater than the Standard of Care and Engineer expressly disclaims all express or implied warranties and guarantees with respect to quality of performance of professional services.

## ARTICLE VII - COMPENSATION

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

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$24,837.62, with a ceiling established for said design services in the amount of \$225,803.60 which amount shall not be exceeded.
- B. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- C. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at 75.64% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount calculated at 114.97% 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.
- D. The rates shown for additives and overhead in Sections VII. C.2 and VII. C.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- E. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- F. **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 amounts 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.

- G. **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 they have 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 they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

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

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

Sub-Consultant Name	Address	Services
Palmerton & Parrish, Inc.	4168 W Kearney St. Springfield MO 65803	Geotechnical & Environmental

**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 and payment of Engineer for all undisputed services. 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, or makes modifications to the work without Engineer's consent, the Local Agency shall defend, indemnify and save the Engineer harmless from any claims and liabilities resulting from such use or modification. Notwithstanding the foregoing or any other provision of this Agreement, Local Agency shall have no ownership of proprietary intellectual property rights owned by Engineer and developed by it prior to and outside this Agreement including design details, features and concepts from Engineer's own practice detail library ("Standard Details) which shall remain the property of Engineer and may be used with other projects. Local Agency shall have a non-exclusive license to use such Standard Details for the project which is the subject of this Agreement.

## **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 direct damages to the extent caused 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, reasonably in accordance with the terms of this Agreement. The Local Agency's decision shall be final and conclusive unless Engineer pursues its rights or remedies under law.

#### **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 exercise the Standard of Care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all professional licenses and permits necessary for the fulfillment of obligations under this contract but not project permits except as required in Attachment A. The provisions of this Article XVI shall prevail over any conflicting provisions of this Agreement.

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

The Engineer agrees to indemnify and hold harmless the Local Agency (including its costs and attorney's fees), MoDOT and FHWA from all third-party claims and the resulting liability to the extent caused by its negligent acts or the negligent acts of its employees, agents or subcontractors. Nothing in this Agreement shall be construed as a waiver or abrogation of the Local Agency's sovereign or governmental immunity, or any other immunity or defense available to the Local Agency under Missouri law or otherwise. The parties expressly acknowledge that the Local Agency retains all immunities, limitations of liability, and defenses provided by law, and that any liability of the Local Agency shall be limited accordingly.

## **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, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

## **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, to the extent caused by 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 which may be met in combination of primary and excess insurance policies:
  - 1. Commercial General Liability: \$500,000 per person, \$3,500,000 per occurrence and \$2,000,000 aggregate. ;
  - 2. Automobile Liability: \$500,000 per person, \$3,500,000 combined single limit each accident;
  - 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. The County shall be added as additional named insured on the Commercial General Liability and Automobile liability policies.

## **ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

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

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

**ARTICLE XXII – LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and its officers, directors, partners, employees, agents, and subconsultants to Local Agency and anyone claiming through or under Local Agency, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by Engineer or \$1,000,000, whichever is greater.

**ARTICLE XXIII - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Engineer and Local Agency waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Engineer, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or to their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this \_\_\_ day of \_\_\_\_\_, 2026 at Christian County, Missouri.

DATED: \_\_\_\_\_  
Lynn Morris, Presiding Commissioner

DATED: \_\_\_\_\_  
Johnny Williams, Western Commissioner

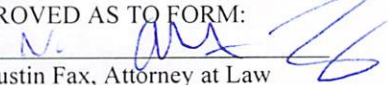
DATED: \_\_\_\_\_  
Bradley A. Jackson, Eastern Commissioner

Attested By:  
  
\_\_\_\_\_  
Paula Brumfield, Christian County Clerk


Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

\_\_\_\_\_  
Amy Dent, Christian County Auditor

APPROVED AS TO FORM:  
  
N. Austin Fax, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752

FOR: \_\_\_\_\_  
Wilson & Company, Inc.,  
Engineers & Architects \_\_\_\_\_, INC.  
BY:  Senior Vice President  
\_\_\_\_\_  
Title

ATTEST:  \_\_\_\_\_  
Digitally signed by Garrett  
Brickner  
Date: 2026.04.28  
07:56:01-05'00'

**ATTACHMENT A**

**Scope of Services**

## **Project information and Goals**

Christian County (Client) selected Wilson & Company (Consultant) as part of a qualification-based selection to repair/replace the Chadwick Road Bridge over Cedar Creek in Christian County, Missouri. The Client has received a Federal Land Access Program (FLAP) grant for this project, and therefore this project will follow the Local Public Agency (LPA) process as outlined in MoDOT's Engineering Policy Guide (EPG).

The goal of this bridge replacement will be to have a safe, full-width structure to accommodate two 12' lanes with 4' shoulders capable of carrying the anticipated traffic loads including occasional heavy traffic diverted from nearby highways with no weight restriction and no additional imposition to Cedar Creek.

## **1 Project Management**

- 1.1 Coordinate with the Client's Project Manager regularly
- 1.2 Project correspondence (emails, letters, meeting minutes, phone calls) anticipating meetings at milestones
- 1.3 Personnel planning and scheduling control
- 1.4 Coordination with subconsultant(s)
- 1.5 The Consultant will create the Project Management Plan that covers the project contacts, design approach, design criteria, quality control procedures, schedule, and other pertinent information.
- 1.6 Preparation of monthly progress reports for the Client, delivered with the monthly invoices for Client's use and distribution.
- 1.7 Update quality management plan for Final Design deliverables. QA/QC reviews on all milestone submittals for design calculations, construction plans, construction cost estimate, and Job Special Provisions (JSP).
- 1.8 Consultant will create a comment resolution log for tracking revision requests and how comments will be addressed/resolved.
- 1.9 No public meetings are anticipated. one presentation to Christian County Commission and coordination with adjacent two property owners is anticipated via phone or email for public involvement. No in-person meetings with property owners are anticipated.
- 1.10 Assist with bidding activities by attending one pre-bid meeting, coordinating required bid documentation, and providing timely responses to bidder inquiries.

## **2 Surveying**

- 2.1 Project control will be referenced to the following datums and coordinate system:
  - 2.1.1 Horizontal datum: North American Datum of 1983 (NAD83), National Spatial Reference System 2011 (NSRS2011), Epoch 2010.00
  - 2.1.2 Vertical datum: North American Vertical Datum of 1988 (NAVD88) utilizing the GEOID18 model.
  - 2.1.3 Coordinate System: Missouri State Plane Coordinate System of 1983 – Central Zone. A local grid-to-ground project factor will be established, and all coordinate values will be projected to ground from a designated origin of 0,0.

- 2.1.4 All project measurements will be expressed in U.S. Survey Feet
- 2.2 Conduct a project control survey, setting a minimum of two (2) horizontal and vertical control monuments with reference ties.
- 2.3 Conduct a topographic survey to capture all existing natural and man-made features within the project limits, including but not limited to utility locates, grade break lines, pavement edges, storm and sanitary structures, low chord of bridge, ditch flowlines, embankment lines and a tree survey for trees greater than 12" and acquire comprehensive topographic data necessary to accurately depict existing ground conditions.
- 2.4 Establishment of existing horizontal alignments owned or maintained by state, county, and local municipalities within the project limits.
- 2.5 Establishment of existing boundaries; right-of-way, permanent easements, and private property abutting the public right-of-way. No additional ROW acquisition is anticipated for this project.
- 2.6 Prepare an engineering design basemap that includes located utilities based on MO One-Call surface marking, surface model and property boundary, and right-of-way lines. Additional ROW is not anticipated for this project.

### **3 Conceptual Plan**

- 3.1 Review existing basemap, available project documents, and known site constraints.
- 3.2 Develop Type, Size & Location (TS&L) for most cost-effective bridge alternatives and prepare a Concept Summary Memo documenting site conditions, constraints, initial hydraulic observations, feasible structure types, and key design decisions for up to two alternatives.
- 3.3 PDF submittal anticipated one time; review comments will be addressed in the Preliminary Plan phase
- 3.4 Deliverables for Conceptual Phase
  - TS&L concept Memo
  - Typical Section
  - Plan (limits, alignment, conceptual bridge layout)
  - Profile (existing/proposed grade with TS&L depiction)

### **4 Permitting & Environmental Compliance**

- 4.1 Consultant will make application to the MoDOT Southwest District for LPA Request for Environmental Review (RER). It's assumed this project will qualify for a Programmatic Categorical Exclusion (PCE) level NEPA document. If a Categorical Exclusion (CE) level NEPA document is required, this would be conducted on a subcontractor/supplemental agreement.
- 4.2 Consultant will review available cultural and historical resources databases to assess the potential project impacts to documented archaeological and architectural resources.
- 4.3 Prepare and submit Phase I Cultural Resource Section 106 report to MoDOT and Missouri SHPO to obtain concurrence.
- 4.4 Consultant will complete a delineation of Wetlands and Waters of the U.S. (WOUS) in accordance with the methods listed in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual (and associated Regional Supplement) for the project area will

be conducted.

- 4.5 Consultant will conduct phase 1 environmental assessment along selected alignment
- 4.6 Coordinate with United States Fish & Wildlife (USF&W) and Missouri Department of Conservation (MDC) to obtain official species list of project site. If necessary, compile a Threatened and Endangered Species Report to submit to MoDOT.
- 4.7 Conduct Lead Based Paint (LBP) and Asbestos testing on existing bridge.
- 4.8 Deliverables:
  - Section 106/Historic 4f Report
  - Threatened and Endangered Species Review and Coordination
  - Wetland Delineation Report and Impact Assessment
  - RER Environmental Screenings (Farmland Impact, Park Land Impact, Floodplain/Regulatory Floodway, Land Disturbance/Stormwater, FEMA/SEMA Buyout, Hazardous Waste Impact). Noise and Social Economic Review is assumed not to be required.
  - Finalized RER
  - LBP & Asbestos Report

## **5 Geotechnical Investigation**

- 5.1 Perform boring and laboratory testing appropriate for bridge foundations and roadway embankments; number/depth coordinated with Structures.
- 5.2 Prepare a Geotechnical Engineering Report including boring logs, lab results, foundation recommendations, scour countermeasure support, and embankment/earthwork guidance

## **6 Hydrology & Hydraulics**

- 6.1 The structure is in a FEMA Zone A floodplain. The crossing will be designed to meet MoDOT crossroad structure frequency requirements for minor routes, which is 1-ft of freeboard at the 4% AEP storm event unless the resulting structure does not meet the FEMA Zone A criteria. Structure changes within a FEMA Zone A can only increase the existing water surface elevation up to 1 foot without the need to develop and submit Letter of Map Change (LOMC) applications through FEMA.
- 6.2 Collect and review all relevant hydrologic and hydraulic data and reports that are available to the consultant. This includes FEMA Flood Insurance Study reports and models, if available. Since the structure is in a FEMA Zone A floodplain, it is assumed to not have a FEMA detailed hydraulic model.
- 6.3 Determine or calculate the appropriate 4%, 2%, 1%, and 0.2% annual exceedance probability (AEP) peak discharge values for Cedar Creek, based on MoDOT EGP requirements.
- 6.4 Develop natural and existing hydraulic models for Cedar Creek at the proposed bridge location based on MoDOT EPG requirements and data.
- 6.5 Develop a proposed hydraulic model for Cedar Creek at the proposed bridge location based on the existing developed model with modifications for the proposed structure configuration. The proposed structure will be designed to meet the criteria outlined in Section 6.1 unless otherwise directed by the client.
- 6.6 Develop appropriate bridge scour analysis and recommended scour protection measures based on MoDOT EGP requirements.

- 6.7 Complete and submit floodplain development permit to the local floodplain administrator and SEMA for approval. One round of comments and corrections is anticipated; additional rounds may require a supplemental agreement.
- 6.8 Complete and submit MoDOT Bridge Hydraulic and Scour Report to the appropriate agencies.

## **7 Preliminary Plan Development**

- 7.1 Roadway Design: Develop approach roadway typical sections and pavement design; prepare plan & profile sheets for tie ins, grading, drainage considerations, and construction limits. Generate quantities and preliminary engineer's estimate.
- 7.2 Structural (Bridge): Refine the preferred TS&L alternative from Concept; beam/girder type and structural quantities consistent with MoDOT EPG (Engineering Policy Guide) and AASHTO Bridge Design Specifications, 9<sup>th</sup> Edition.
- 7.3 Hydraulic/Drainage Sheets: Provide model outputs, key sections, and diagram supporting the structure selection.
- 7.4 Utility Coordination (within Preliminary Phase)
  - Obtain and review available utility records/mapping and One Call responses.
  - Identify potential conflicts and distribute preliminary plans to owners.
  - Request plan of adjustment input and reimbursable cost estimates (if applicable).
  - Maintain a utility coordination log.
- 7.5 Preliminary Plan Set (60%) – one submittal anticipated; comments received at 60% will be addressed in the Final Plans phase.
- 7.6 Preliminary Submittal Deliverables:
  - Cover Sheet
  - Typical Sections
  - Roadway Plan & Profile
  - Bridge TS&L (refined)
  - Drainage/Hydraulic Sheets
  - Key Cross Sections
  - Preliminary Quantities
  - Preliminary Engineer's Estimate

## **8 Final Plan Development**

- 8.1 Prepare final, fully-checked plans per MoDOT LPA PS&E requirements, including roadway, structural, drainage, erosion control, traffic control/TMP, special sheets, and cross-sections. One round of comments and corrections is anticipated; additional rounds may require a supplemental agreement.
- 8.2 Roadway: Finalize approach roadway plans, quantities, and notes.
- 8.3 Structural: Complete design of bridge; prepare structural details and quantities; provide load rating in AASHTOWare BrR.

- 8.4 Prepare Roadway and Bridge Job Special Provisions (non-standard items) and measurement & payment specifications; finalize engineer's estimate and electronic bid schedule in MoDOT format. Provide required editable files for LPA submittal.
- 8.5 prepare front-end documents for the bid book and assemble all contract documents for bidding. This includes items listed on the MoDOT LPA PS&E Checklist (EPG 136.9.1).
- 8.6 Final Submittal Deliverables:
  - Cover Sheet
  - General Notes
  - Typical Sections
  - Quantity Sheets
  - Removal of improvement
  - Clearing Plan
  - Plan & Profile
  - Special Sheets (as necessary)
  - Erosion Control Plan
  - Bridge Sheets
  - Cross Sections (25 foot sections + critical locations)
  - Detail sheets
  - Final Engineers Estimate of Probable Cost
  - Final Roadway and Bridge Job Special Provisions

### **Items Not Included in the Scope of Services**

Unless added by a supplement to the original contract the following services are not included in the scope of services:

- 1 Any work requested by the Client that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
- 2 Changes in the scope, extent, or character of the project.
- 3 Revisions to the plans when inconsistent with previous approvals or instructions by the Client.
- 4 Updating plans to reflect development that has occurred after the Final Plans are complete.
- 5 Categorical Exclusion (CE) level NEPA document is required
- 6 Based on the results of the wetland delineation, if the project would require a USACE Nationwide Permit (NWP) 404 and a Missouri Department of Natural Resources (MDNR) Section 401 Water Quality Certification (WQC), Submittal of Pre-Construction Notification (PCN) to the USACE and MDNR for review and approval.
- 7 If a Phase I or Phase II Cultural Resource Assessment is deemed necessary, arrange to have the site examined by a qualified archaeologist.
- 8 Construction Administration/Observation/Material Testing
- 9 Engineering of false-work and formwork that may be required for structure.

- 10 Preparation of special utility sheets (including utility profile and exhibits).
- 11 Utility permitting, preparation, and submittal of relocation or right-of-way use permits
- 12 Preparation of utility agreements that may be required with utilities located in the area
- 13 Coordinate relocation of each impacted utility on the project during design and construction.
- 14 Full property survey or setting of new property corners if they are missing is not required.
- 15 Preparation of Conveyance documents for new right-of-way that may be required
- 16 Property appraisals for procurement of additional right-of-way
- 17 Perform geotechnical investigation for MSE walls, and MSE wall design
- 18 Flagging of the proposed right-of-way and easements as part of the appraisal process.
- 19 Preparation of any environmental clearance documents, except as noted in the scope of services.
- 20 Revisions or modifications to the construction plans, legal descriptions, and/ or exhibits created by negotiations between the Client and the property owner during property acquisition.
- 21 FEMA Letter of Map Change application and/or coordination.
- 22 Channel change work, other than directly at the inlet and/or outlet end of roadway drainage structures
- 23 Construction Staking

**Initial Schedule**

Notice to Proceed	Monday, May 4, 2026
Preliminary and Right-of-Way Plans Submittal	Monday, October 12, 2026
Plans, Specifications & Estimate (PS&E) Submittal	Tuesday, May 4, 2027
Plans, Specifications & Estimate (PS&E) Approval	Friday, June 11, 2027
Advertisement for Letting	Friday, July 9, 2027
Bid Opening	Monday, August 9, 2027
Construction Contract Award	Friday, September 10, 2027

**ATTACHMENT B**

**Estimate of Cost**

# Wilson & Company MoDOT Cost Plus Fixed Fee Chadwick Rd. Bridge

Estimated by: G. Brickner

Date: 4/3/2026

Title	Classification	Hours	Rate	Total Labor
Senior Project Manager	P6	14	\$90.00	\$1,260.00
Project Manager	P5	84	\$70.00	\$5,880.00
Licensed Engineer	P4	144	\$60.00	\$8,640.00
Unlicensed Engineer	P3	176	\$45.00	\$7,920.00
Unlicensed Engineer	P1	354	\$37.00	\$13,098.00
Design Technician	OD4	192	\$52.00	\$9,984.00
Environmental Practice Lead	EP7	6	\$75.00	\$450.00
Environmental Operations Manager	EP6	44	\$65.00	\$2,860.00
Environmental Specialist	EP4	56	\$40.00	\$2,240.00
Survey Manager	FS7	4	\$85.00	\$340.00
Professional Surveyor	FS5	10	\$52.00	\$520.00
Sr Survey Party Chief	FS5	72	\$45.00	\$3,240.00
Instrument Field Tech	FS3	72	\$27.00	\$1,944.00
Senior Survey CADD Technician	OD5	28	\$42.00	\$1,176.00
Survey CADD Technician	PD4	44	\$34.00	\$1,496.00
<b>Total Labor</b>		<b>1,300</b>		<b>\$61,048.00</b>
	Overhead on Direct Labor @ 190.61%			\$116,363.59
	Fixed Fee @ 14.00%			\$24,837.62
<b>Subtotal Labor</b>				<b>\$202,249.21</b>
<b>Expenses</b>				<b>Total Expenses</b>
Facilities Capital Cost of Money (FCCM)	0.98%			\$598.27
Project Management				\$74.88
Survey				\$5,056.00
Environmental				
Palmerton & Parrish				\$5,760.06
Wilson & Company				\$942.40
Geotech				
Palmerton & Parrish				\$11,122.78
<b>Subtotal Expenses</b>				<b>\$23,554.39</b>
<b>TOTAL ESTIMATED FEE</b>				<b>\$225,803.60</b>



Classification	P6	P5	P4	P3	P1	OD4	EP7	EP6	EP4	FS7	FSS	FSS	FS3	OD5	PD4	Total
<b>Task 6 - Hydrology &amp; Hydraulics</b>																
Review existing hydrologic & hydraulic data for the project site			4		2											6
Development of hydraulic modeling for natural & existing conditions			8		32											40
Modification of hydraulic modeling for proposed bridge			4		8											12
Scour analysis			4													4
Bridge Hydraulics & Scour Report			4		4											8
Floodplain Memo/Permitting Support			4		8											12
QA/QC	5															5
<b>Task 6 - Subtotal</b>	<b>5</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>87</b>
<b>Task 7 - Preliminary Plan Development</b>																
Hydrology & Hydraulics			8													8
Structures	1	5	20		32	12										70
Plan & Profile		2	2	40	60	24										128
Plan Production					24	24										48
<b>Task 7 - Subtotal</b>	<b>1</b>	<b>7</b>	<b>30</b>	<b>40</b>	<b>116</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>254</b>
<b>Task 8 - Final Plan Development</b>																
Hydrology & Hydraulics			4													4
Structures	4	6	60		40	40										150
Plan & Profile		2	2	20	40	20										84
Plan Production		4	4		24	24										56
<b>Task 8 - Subtotal</b>	<b>4</b>	<b>12</b>	<b>70</b>	<b>20</b>	<b>104</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>294</b>
<b>Job Total</b>	<b>14</b>	<b>84</b>	<b>144</b>	<b>176</b>	<b>354</b>	<b>192</b>	<b>6</b>	<b>44</b>	<b>56</b>	<b>4</b>	<b>10</b>	<b>72</b>	<b>72</b>	<b>28</b>	<b>44</b>	<b>1,300</b>



## ATTACHMENT C

### 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/epl/s/search.do?page=A&status=current&agency=69#A>.

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

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

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

## ATTACHMENT D

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

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#### INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Firm Name (Consultant):** Wilson & Company Engineers & Architects, Inc.

**Project Owner (LPA):** Christian County Missouri

**Project Name:** Bridge 4630009 Replacement

**Project Number:** FLAP-090

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: \_\_\_\_\_

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

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

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

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