

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 4th day of MAY, 2026 at Christian County, Missouri.

DATED: 5-14-26

[Signature]
Lynn Morris, Presiding Commissioner

DATED: 5-14-26

[Signature]
Johnny Williams, Western Commissioner

DATED: 5-14-2026

[Signature]
Bradley A. Jackson, Eastern Commissioner

Attested By:

[Signature]
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.

[Signature]
Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

[Signature]
N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

FOR: Wilson & Company, Inc.,
Engineers & Architects, INC.

BY: [Signature] Senior Vice President
Title

ATTEST:

[Signature]
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, 9th 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

Total Labor		1,300		\$61,048.00
	Overhead on Direct Labor @ 190.61%			\$116,363.59
	Fixed Fee @ 14.00%			\$24,837.62

Subtotal Labor **\$202,249.21**

Expenses		Total Expenses
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

Subtotal Expenses **\$23,554.39**

TOTAL ESTIMATED FEE	\$225,803.60
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Classification	P6	P5	P4	P3	P1	OD4	EP7	EP6	EP4	FS7	FS5	FS5	FS3	OD5	PD4	Total
Task 6 - Hydrology & Hydraulics																
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
Task 6 - Subtotal	5	0	28	0	54	0	0	0	0	0	0	0	0	0	0	87
Task 7 - Preliminary Plan Development																
Hydrology & Hydraulics			8													8
Structures	1	5	20		32	12										70
Plan & Profile		2	2	40	60	24										128
Plan Production					24	24										48
Task 7 - Subtotal	1	7	30	40	116	60	0	0	0	0	0	0	0	0	0	254
Task 8 - Final Plan Development																
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
Task 8 - Subtotal	4	12	70	20	104	84	0	0	0	0	0	0	0	0	0	294
Job Total	14	84	144	176	354	192	6	44	56	4	10	72	72	28	44	1,300

ATTACHMENT C

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

INSTRUCTIONS FOR CERTIFICATION

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

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

Attachment 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):

Project Owner (LPA):

Project Name:

Project Number:

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

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

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

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

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

LPA

Printed Name:

Miranda Feacles

Signature:

[Signature]

Date:

5.21.2026

Consultant

Printed Name:

GARRETT EVANS

Signature:

[Signature]

Date:

5/20/26