

SPONSOR: Christian County, MO

LOCATION: Intersection of Nicholas Rd and Tracker Rd

PROJECT: STBG-9901(885) Nicholas and Tracker Intersection Improvement

THIS CONTRACT is between Christian County, MO, hereinafter referred to as the "Local Agency", and *CJW Transportation Consultants, LLC*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Block Grant, coordinated through the Missouri Department of Transportation, the Local Agency intends to *improve vehicle capacity at the intersection of Nicholas and Tracker* 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 ARTICLE I – SCOPE OF SERVICES in 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.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
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ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

ARTICLE V - PERIOD OF SERVICE

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

- A. PS&E Approval by MODOT shall be completed on September 30th, 2027
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

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

ARTICLE VI – STANDARDS

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

ARTICLE VII - COMPENSATION

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

- A. For 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 \$14,173.36, with a ceiling established for said design services in the amount of \$129,492.64 which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$-, with a ceiling established for said inspection services in the amount of \$- which amount shall not be exceeded. No Construction Inspection services are considered by this contract.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 141.05% 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, as well as general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 3. 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

4. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are 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.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-Consultant Name	Address	Services
Palmerton and Parrish, Inc MSU CAR	4168 W Kearney, Springfield MO 901 S National Ave, Springfield MO	Geotechnical investigation Archaeological Study

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII - SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency,

the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency (including its costs and attorney's fees), MoDOT and FHWA from all third party claims and the resulting liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, 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. Additionally, the County shall be added as an "Additional Insured."
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- F. No coverage is provided for any liability or "suit" for damages which is barred by the doctrines of sovereign immunity or governmental immunity, by whatever name called, as set forth in RSMO 537.600 et seq or otherwise.
- This coverage form is not intended to act as a waiver, nor is it a waiver of any defense available to the insured by statute or at common law.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 4th day of JUNE, 2026 at Christian County, Missouri.

DATED: 6-4-26

DATED: 6-4-26

DATED: 6-4-2026

[Signature]
Lynn Morris, Presiding Commissioner

[Signature]
Johnny Williams, Western Commissioner

[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

Executed by the Engineer this 13th day of May, 2026.

FOR: CJW TRANSPORTATION CONSULTANTS, LLC

BY: 
Garrett Evans, Transportation Manager

ATTEST: 

ATTACHMENT A -SCOPE OF SERVICES STBG-9901(885)

PHASE 1 — TRAFFIC STUDY AND ALTERNATIVES ANALYSIS

Purpose: Complete the conceptual study and select a preferred improvement

TASKS

- Kickoff / coordination with Christian County, OTO.
- Existing conditions & constraints review (field visit; mapping; access; drainage features; utilities at planning level).
- Traffic Study & Data Collection
 - Crash history request/review (3–5 years) and safety screening.
 - Safety and Operational analysis for roundabout vs signal to support alternative selection
 - Concept alternative layouts, including tie-ins to Nicholas & Tracker Roads.
 - Preferred alternative recommendation with summary matrix.

DELIVERABLES

- Traffic Impact Study with Recommended Alternative

PHASE 2 — PUBLIC INVOLVEMENT

Purpose: Conduct outreach supporting alternative selection and later design milestones.

TASKS

- Stakeholder coordination (adjacent owners, emergency services, schools/freight as applicable).
- Public meeting/open house (assume 1 unless directed otherwise) with boards/handouts.

DELIVERABLES

- Meeting materials, sign-in, comment log
- Public involvement summary report

PHASE 3 — SURVEY

TASKS

- Topographic survey
- Boundary survey
- Base mapping suitable for design and ROW plans.

DELIVERABLES

- Survey control and topo/base mapping (CAD)
- Boundary/parcel base mapping
- To be Completed Concurrent with Phase 1 Conceptual Phase

PHASE 4 — GEOTECHNICAL REVIEW

TASKS

- Geotechnical field exploration and lab testing as needed for design.
- Geotechnical Engineering Report with recommendations (pavement, subgrade, earthwork, drainage considerations).

DELIVERABLES

- Geotechnical Report

PHASE 5 — ENVIRONMENTAL & HISTORIC PRESERVATION SERVICES AND/OR PERMITS

TASKS

- NEPA documentation for anticipated Programmatic Categorical Exclusion
- Farm/land impacts documentation
- Coordinate cultural resources (e.g., MSU Archaeological) and incorporate findings.
- Threatened and Endangered Species Documentation/Determination. No specialized investigations or studies included (such as bat investigation beyond a site visit, mussel counts, etc.)

DELIVERABLES

- CE/environmental documentation package and commitments
- Cultural Resources documentation from MSU Archaeological
- Threatened and Endangered Species Determinations
- Complete RER with NEPA ROW Acquisition Date

PHASE 6 — UTILITY COORDINATION

TASKS

- Identify utility owners.
- Utility Meeting
- Utility conflict matrix and avoidance/adjustment strategies.
- Support utility agreements/relocation coordination as needed

DELIVERABLES

- Utility contact list and coordination log
- Utility conflict matrix and plan notes

PHASE 7 — PRELIMINARY PLANS (30%)

TASKS

- Develop preliminary horizontal/vertical geometry, intersection configuration, and tie-ins to Nicholas and Tracker Roads.

- Prepare preliminary typical sections and identify access/driveway impacts at a planning level.
- Develop preliminary drainage concepts (ditches, culverts, storm pipe/inlets, as applicable) and identify drainage constraints affecting layout.
- Incorporate planning-level utility conflicts and avoidance concepts.
- Prepare a preliminary Engineer's Opinion of Probable Cost (OPCC) and support review comment resolution.

DELIVERABLES

- 30% Preliminary Plans package (PDF), showing concept geometry, preliminary typical sections, preliminary drainage concepts, and planning-level utility/ROW impacts.
- Preliminary ROW/TCE impact exhibit or plan-sheet depiction.
- 30% OPCC.
- Review comment log and responses.

PHASE 8 – RIGHT-OF-WAY PLANS (60%)

TASKS

- Advance roadway geometry and profiles to define project footprint and grading limits.
- Develop plan & profile sheets and begin cross sections at 60% (intervals and critical locations) to establish slopes, tie-ins, and cut/fill impacts.
- Advance drainage design to a level that defines required drainage footprints and easements (outfalls, ditch grading limits, culvert extensions, storm structures).
- Delineate proposed permanent ROW, TCEs, and permanent easements (drainage/slope/utility as applicable).
- Compile submittal, respond to comments, and revise documents to support acquisition readiness.

DELIVERABLES

- 60% Plans package (PDF) showing including plan/profile, typical sections, cross sections.
- ROW Plan Sheets including Permanent ROW, TCEs, and Other Easements
- 60% OPCC.
- Review comment log and responses.

PHASE 9 — RIGHT-OF-WAY DOCUMENTS AND ACQUISITION

TASKS

- Determine permanent ROW and temporary easements.
- Prepare ROW plans, parcel plats, and take areas.
- Prepare legal descriptions and exhibits.
- Acquisition services consistent with federal-aid requirements
- Negotiations, documentation, and parcel tracking.

DELIVERABLES

- Legal descriptions and exhibits per parcel
- Parcel files and acquisition documentation
- ROW acquisition status reports
- ROW certification support documentation

PHASE 10 — FINAL PLANS (90%)

TASKS

- Finalize roadway and intersection design, including final geometry, profiles, and details consistent with earlier approvals.
- Complete final cross sections and use them to finalize earthwork and verify ROW/easement consistency (document any changes).
- Finalize drainage design, details, and quantities (pipes/culverts/inlets/ditches/outfalls and associated treatments).
- Develop final maintenance of traffic (MOT) / staging.
- Finalize signing, pavement marking, and safety features (guardrail/end treatments as needed).
- Incorporate final utility coordination notes and known relocation requirements into the plan set.
- Prepare final quantities and refine OPCC for PS&E.
- Perform QA/QC and resolve agency review comments to reach PS&E-ready content.

DELIVERABLES

- 90% Final Plans set (PDF) including final plan/profile, typical sections, final cross sections, drainage details/schedules, MOT/staging, and signing/markings.
- Final quantity summary and 90% OPCC.
- Review comment log and responses.

PHASE 11 — PS&E

TASKS

- Finalize Plans based on final comments
- Assemble PS&E package for submittal to MoDOT LPA

DELIVERABLES

- Final PS&E package for MoDOT Approval

PHASE 12 - BID ASSISTANCE

TASKS

- Bid-period services: respond to RFIs, prepare addenda as needed, attend pre-bid meeting.
- Attend and oversee Bid Opening
- Tabulate bids and make recommendation for Award
- Request Concurrence in Award

DELIVERABLES

- Addenda and bid Q&A log/support

Attachment B - CJW Transportation Consultants Tasks, Hours and Fee Summary STBG-9901(885)

Phase No.	Description	Principal Engineer	Senior Project Manager	Project Manager	Engineer Intern	Senior Designer	Senior Designer I	Crew Chief	Survey Crew Member	Technician	Professional Land Surveyor	Project Coordinator	Total Hours	Labor Costs
I	Traffic Study and Alternatives Analysis	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Kickoff Meeting	2	3			2							7	
	Traffic Study	16	40										56	
	Data Collection		4										4	
	Sub Total CJW Hours	18	47	0	0	2	0	0	0	0	0	0	67	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$1,945.44	\$2,641.40	\$0.00	\$0.00	\$94.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,681.76
	Task Hours Check													67
II	Public Involvement													
	Public Meeting (1)	2	4										12	
	Stakeholder Outreach		8										16	
	Sub Total CJW Hours	2	12	0	0	0	0	0	0	0	0	0	28	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00	42	
	Sub Total CJW Labor Cost	\$216.16	\$674.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,590.66
	Task Hours Check													42
III	Survey													
	Topographic Survey							24	24	16	8		72	
	Boundary Survey							8	8	16	12		44	
	Sub Total CJW Hours	0	0	0	0	0	0	32	32	32	20	0	116	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$932.80	\$899.52	\$640.00	\$721.00	\$0.00		\$3,193.32
	Task Hours Check													116
IV	Geotechnical Report													
	Project Management		4										4	
	PPI - Included in Direct Costs Below												0	
	Sub Total CJW Hours	0	4	0	0	0	0	0	0	0	0	0	4	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$0.00	\$224.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$224.80
	Task Hours Check													4
V	Environmental Services													
	Historic Preservation Services (Review and Coordination)		2										2	
	Threatened and Endangered Documentation/Determination		8										8	
	RER Completion		8										8	
	MSU Archaeological Center - Included in Direct Costs Below												0	
	Sub Total CJW Hours	0	18	0	0	0	0	0	0	0	0	0	10	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$0.00	\$1,011.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,011.60
	Task Hours Check													10
VI	Utility Coordination													
	Utility Meeting	4	8		6								22	
	Conflict Identification and Resolution	4	20		20							4	44	
	Sub Total CJW Hours	8	28	0	26	0	0	0	0	0	0	4	66	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$864.64	\$1,573.60	\$0.00	\$1,049.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$3,588.12
	Task Hours Check													66
VII	Preliminary Plans													
	30% Plans	4	20	10	20	80	40					6	180	
	Sub Total CJW Hours	4	20	10	20	80	40	0	0	0	0	6	180	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$432.32	\$1,124.00	\$457.70	\$807.60	\$3,796.80	\$1,664.40	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00		\$8,432.82
	Task Hours Check													180
VIII	ROW Plans													
	60% Plans	4	10		10	60	40					6	130	
	Sub Total CJW Hours	4	10	0	10	60	40	0	0	0	0	6	130	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$432.32	\$562.00	\$0.00	\$403.80	\$2,847.60	\$1,664.40	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00		\$6,060.12
	Task Hours Check													130
IX	ROW Documents and Acquisition													
	Easements and Exhibits				10					20	20		50	
	Acquisition Activities	4	20		20								44	
	Sub Total CJW Hours	4	20	0	30	0	0	0	0	20	20	0	94	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		
	Sub Total CJW Labor Cost	\$432.32	\$1,124.00	\$0.00	\$1,211.40	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$721.00	\$0.00		\$3,888.72
	Task Hours Check													94
X	Final Plans													
	90% Plans	4	16		20	40	40					6	126	
	Sub Total CJW Hours	4	16	0	20	40	40	0	0	0	0	6	126	

Attachment B - CJW Transportation Consultants Tasks, Hours and Fee Summary STBG-9901(885)

Phase No.	Description	Principal Engineer	Senior Project Manager	Project Manager	Engineer Intern	Senior Designer	Senior Designer I	Crew Chief	Survey Crew Member	Technician	Professional Land Surveyor	Project Coordinator	Total Hours	Labor Costs
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		\$5,851.92
	Sub Total CJW Labor Cost	\$432.32	\$899.20	\$0.00	\$807.60	\$1,898.40	\$1,664.40	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00		126
	Task Hours Check													
XI	Plans, Specifications, and Estimate												6	22
	Contract Plans	2	4		10								8	
	Bid Documents (Specs, JSP, advertisement per LPA Requirements)		8										10	
	Estimate of Probable Cost		2	8									40	
	Sub Total CJW Hours	2	14	8	10	0	0	0	0	0	0	6		
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		\$1,922.92
	Sub Total CJW Labor Cost	\$216.16	\$786.80	\$366.16	\$403.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00		40
	Task Hours Check													
XII	Bid Assistance												8	
	Pre-bid meeting		4	4									8	
	Bid Opening		4	4									8	
	Bid Tabulation and Recommendation	2	2	4									4	
	Request for Concurrence in Award		4										0	
	Sub Total CJW Hours	2	14	12	0	0	0	0	0	0	0	0	28	
	Hourly Salary	\$ 108.08	\$ 56.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		\$1,552.20
	Sub Total CJW Labor Cost	\$216.16	\$786.80	\$549.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		28
	Task Hours Check													
	Total CJW Hours	48	203	30	116	182	120	32	32	52	40	56	903	
	Hourly Salary	\$ 108.08	\$ 66.20	\$ 45.77	\$ 40.38	\$ 47.46	\$ 41.61	\$ 29.15	\$ 28.11	\$ 20.00	\$ 36.05	\$ 25.00		\$41,998.86
	Total CJW Labor Cost	\$5,187.84	\$11,408.60	\$1,373.10	\$4,684.08	\$8,637.72	\$4,993.20	\$932.80	\$899.52	\$1,040.00	\$1,442.00	\$1,400.00		

Labor	\$41,998.86
Overhead (141.05%)	\$59,239.39
Subtotal	\$101,238.25
Fixed Fee (14%)	\$14,173.36
Total	\$115,411.61
Direct Costs	\$14,081.03
CJW FEE	\$115,505.86
TOTAL FEE	\$129,492.64

Attachment B - CJW Transportation Consultants Tasks, Hours and Fee Summary STBG-9901(885)

Phase No.	Description	Principal Engineer	Senior Project Manager	Project Manager	Engineer Intern	Senior Designer	Senior Designer I	Crew Chief	Survey Crew Member	Technician	Professional Land Surveyor	Project Coordinator	Total Hours	Labor Costs
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CJW FEE SUMMARY

Phase	Labor Costs	Overhead	Facilities Capital Cost	Profit	Direct Costs	Total Cost	DIRECT COSTS			
							Services By Others	Mileage	Misc.	Total
I Traffic Study and Alternatives Analysis	\$4,681.76	141.05%	0.00%	14.00%						
II Public Involvement	\$1,590.56	\$6,603.62	\$0.00	\$1,579.95	\$94.25	\$12,959.59	\$0.00	\$94.25	\$0.00	\$94.25
III Survey	\$3,193.32	\$2,243.48	\$0.00	\$536.77		\$4,370.81				\$0.00
IV Geotechnical Report	\$224.80	\$4,504.18	\$0.00	\$1,077.65		\$8,775.15				\$0.00
V Environmental Services	\$1,011.60	\$317.08	\$0.00	\$75.86	\$7,850.00	\$8,467.74	\$7,850.00			\$7,850.00
VI Utility Coordination	\$3,588.12	\$1,426.86	\$0.00	\$341.38	\$6,136.78	\$8,916.63	\$6,136.78			\$6,136.78
VII Preliminary Plans	\$8,432.62	\$5,061.04	\$0.00	\$1,210.88		\$9,860.05				\$0.00
VIII ROW Plans	\$6,060.12	\$11,894.49	\$0.00	\$2,845.82		\$23,173.14				\$0.00
IX ROW Documents and Acquisition	\$3,688.72	\$8,547.80	\$0.00	\$2,045.11		\$16,653.03				\$0.00
X Final Plans	\$5,851.92	\$5,485.04	\$0.00	\$1,312.33		\$10,686.09				\$0.00
XI Plans, Specifications, and Estimate	\$1,922.92	\$8,254.13	\$0.00	\$1,974.85		\$16,080.90				\$0.00
XII Bid Assistance	\$1,552.20	\$2,712.28	\$0.00	\$648.93		\$5,284.13				\$0.00
TOTAL	\$41,998.86	\$59,239.39	\$0.00	\$14,173.36	\$14,081.03	\$129,492.64	\$13,986.78	\$94.25	\$0.00	\$14,081.03

DIRECT COSTS				
Services By Others	Unit			Total
Mileage	130 Miles	\$	0.725	\$ 94.25
PPI - Geotechnical Report				\$ 7,850.00
Cultural Resources Investigation - MSU Archaeological				\$ 6,136.78
				\$14,081.03

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/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

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.

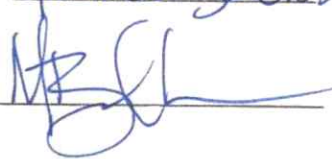
And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ 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 Zeadles

Signature: 

Date: 5.21.2026

Consultant

Printed Name: GARRETT EVANS

Signature: 

Date: 5/20/26