

RESOLUTION NO. 21-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND CJW TRANSPORTATION CONSULTANTS, LLC (CJW).

WHEREAS, City published a Request for Qualifications on June 26, 2024, for consulting engineering services for the purpose of developing a Comprehensive Safety Action Plan and a Supplemental Planning Activity, to be funded by the Safe Streets & Roads for All (SS4A); and

WHEREAS, CJW was selected as the most qualified engineering firm, through an objective evaluation process, pursuant to the Brooks Act for Consultant Selection; and

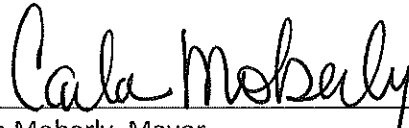
WHEREAS, City wishes to enter into an Agreement with CJW for the development of the aforementioned Comprehensive Safety Action Plan and a Supplemental Planning Activity;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

**Section 1.** The Agreement with CJW Transportation Consultants, LLC, not to exceed \$148,748.00 (Exhibit A), is hereby approved.

**Section 2.** The City Administrator is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 3<sup>rd</sup> day of September, 2024.

  
\_\_\_\_\_  
Carla Moberly, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk





*Providing Transportation and Engineering Solutions*

5051 S. National, Ste. 7A  
Springfield, MO 65810  
Phone: 417.889.3400  
Fax: 417.889.3402  
www.GoCJW.com

August 21, 2024

Christy Maggi  
City of Clinton  
105 E Ohio  
Clinton, Missouri 64735

RE: Request for Professional Transportation Engineering Services

Dear Ms. Maggi,


CJW Transportation Consultants, LLC (CJW) has thoroughly reviewed your request to develop a Comprehensive Safety Action Plan and a Supplemental Planning Activity to better inform the Plan for the City of Clinton (City). CJW understands that the Safety Action Plan will guide the community in promoting traffic safety with a goal to eliminate fatal and serious injury crashes. The Safety Action Plan will include efforts to address infrastructure, behavioral, educational, and operational initiatives to prevent death and serious injury on roads and streets with a system goal to promote traffic safety for all roadway users. The Safety Action Plan will also align with the U.S. DOT's priorities for safety, equity, climate and sustainability, quality job creation, and economic strength, and global competitiveness.

CJW working with the City will form a steering committee to engage with community groups, and safety advocates to drive the action plan development, analysis, implementation, and monitoring. The planning process will draw on this safety experience, to seek involvement/input from a diverse population, including the underserved.

CJW will lead the Supplemental Planning Activity and include a multi-disciplinary team to conduct a Road Safety Audit (RSA) on the Ohio Street/MO18 & 2nd Street corridor. The RSAs will include a focus on bike/pedestrian safety to inform the Safety Action Plan and to provide valuable safety data to inform the City's sidewalk and trails initiative.

Please see attached pricing proposal for your review and approval. If you have questions or need additional information, let me know.

Sincerely

  
C Jay Wynn, PE, PTOE  
CEO & Owner

CJW Transportation Consultants, LLC  
*Providing Transportation and Engineering Solutions*

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

City of Clinton (“Owner”)

and

CJW Transportation Consultants, LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

City of Clinton's SS4A Comprehensive Safety Action Plan (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

The City of Clinton's SS4A Comprehensive Safety Action Plan will be a working document designed to guide the City of Clinton (City) toward Zero Traffic Fatalities and Serious Injuries Crashes. The plan will follow the requirements outlined in FHWA's SS4A Self-Certification Eligibility Worksheet and FHWA's SS4A Safety Action Plan Components documents. The Supplemental Planning Activities include conducting Road Safety Audits on the Ohio Street/MO18 & 2<sup>nd</sup> Street/MO Bus.13 corridor to inform City's Safety Action Plan. The Engineer will serve as an extension of City staff in the delivery of the project designated as “Clinton SS4A Safety Action Plan & Supplemental Planning Activities”

**PART 1 – BASIC SERVICES**

1. Engineer will provide project management for engineering tasks, including development of a detailed milestone schedule for all phases of the PROJECT including meeting dates, deliverable dates and procurement milestones for inclusion in RFQ/RFP documents with post proposal and construction administration management.

2. Engineer will provide monthly project updates describing completed and upcoming tasks, including distribution of a regular look ahead calendar of tasks.

3. Engineer will prepare monthly reporting on budget, status, pending changes, and schedule.

**Project Records & Administration**

1. Engineer will keep a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the project's life. The materials shall be assimilated into an electronic Project Record at the project's completion. The Project Record will include editable copies of raw material, such as AutoCAD and Word files for the project deliverables

## **Quality Management**

1. Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.  
Project Scheduling

1.1 Engineer will provide and maintain scheduling updates for all phases of the PROJECT.

## **Project Coordination**

1.2 The Engineer's Project Manager or designee will coordinate work activities with the City's Project Manager and other key stakeholders.

1.3 The Engineer's Project Manager or designee will coordinate daily work activities of the subcontractors and provide oversight and overall project management.

1.4 The Engineer's Project Manager or designee will participate in a biweekly teleconference or video conference to keep the City's Project Manager abreast of the Plan progress. The meeting should last 30 minutes to an hour on average. The frequency of the meeting will be expected for the first six (6) months of this PROJECT. Meeting frequencies may be adjusted at any time as the City's Project Manager deems it necessary.

## **TASK 1.0 Development of a Steering Committee**

### **1.1 Kickoff Meeting**

The Engineer shall organize and conduct a kickoff meeting for the project. The meeting will involve all necessary City and Engineer personnel for the project's completion. The Engineer shall provide an agenda for the meeting. The purpose of the kickoff meeting is to discuss the overall project, outline guidance on moving forward, and establish which individuals will represent the City at future meetings, and to develop a steering committee, task force, implementation group, or similar body to oversee the plan's development, implementation, and monitoring. This group will be identified as the SS4A Action Plan Stakeholder's Committee. CJW anticipates this will consist of one (1) meeting with the City and City staff.

### **1.2 Leadership Commitment**

City's Public Commitment to an Eventual Goal of Zero roadway fatalities and serious injuries. A high-ranking individual and/or governing body must publicly commit to this goal. The Engineer will coordinate with City personnel to develop an ordinance/proclamation/resolution detailing their commitment to eliminating roadway fatalities and serious injuries within the Clinton city limits. The high-ranking individual and/or governing body should be identified at the kickoff meeting.

## **TASK 2.0 Data**

### **2.1 Crash Data for Analysis**

The Engineer will work with the City on combining data from all resources to show the collective number of serious injuries and fatalities within the city limits. The data will be

analyzed and provided in both number and rate by route and any other distribution region as defined by the advisory committee. A Stakeholder's group should be established as part of this process to determine who will help develop suggested mitigation strategies for the crash types as they are identified.

## 2.2 Safety Analysis

All crash data will be analyzed and provided in both number and rate by route and any other distribution as defined by the advisory committee. Intersections will be analyzed for high number of crashes, severity of crashes, type of crashes, contributing circumstances, etc. Consideration will be given to all modes of travel including vehicular, pedestrian, bicycling, and multimodal and trends will be identified by route, contributing circumstances, and area. The data will be used to develop a baseline level of crashes, crash type, and crash circumstance. The city will provide available traffic counts and turning movements counts to the Engineer for intersections and roadway segments to develop crash rates.

## 2.3 Geospatial Reporting

Hot spots will be defined by systemic and specific safety needs and used to develop high-risk road features, specific safety needs of relevant road users, and geospatial identification will be provided to identify these locations, which will be used to develop a High Injury Network (HIN) for the City of Clinton.

## 2.4 Summarization of Data

All Data will be summarized for City use. Data will be summarized in spreadsheet format and coordinated with the City's GIS system.

## 2.5 Technical Report

A technical report will be developed to articulate the findings of the data analysis. This report will be utilized in public meetings and with the advisory committee to begin developing strategies to address the identified safety issues.

## 2.6 Meetings

The Engineer will conduct periodic meetings throughout the data collection and analysis portion of the project to update and coordinate with City staff. CJW anticipates it will take eight (8) meetings with the Advisory Committee to accomplish this task.

## **TASK 3.0 Stakeholders Committee**

### 3.1 Review of Technical Report and Development of Projects

The Engineer will utilize the information compiled in the Data Task to begin developing recommended strategies and countermeasures to reduce fatal and serious injury crashes. Representatives from the public sector, private sector, and community groups will be included in this process.

### 3.2 Engagement, Collaboration, and Coordination of Stakeholders

Incorporation of information received and suggested strategies and countermeasures will be incorporated into the plan. Collaboration of all stakeholders will be utilized and coordination

with all other affected governmental agencies will be included in the processes. A robust engagement with the public and relevant stakeholders, including private sector and community groups, will be advanced to allow for both community representation and feedback.

### 3.3 Equity

Equity will be included in the collection of data, analysis of data, and recommended projects based on the data. Underserved communities will be encouraged to be involved in all phases of the processes. Data, local input, and population characteristics will be utilized to ensure inclusion and to determine equity impact assessments of the proposed projects and strategies. Plan development will be an inclusive and representative process. Underserved communities will be identified through data and other analysis in collaboration with appropriate partners. Analysis will include both population characteristics and initial equity impact assessments of the proposed projects and strategies.

### 3.4 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take four (4) meetings with the Stakeholders to accomplish this task. Additionally, there will be two (2) open house public meetings to ensure input is gathered from all segments of the community and these meetings should be held in locations to encourage as much accessibility to underserved areas as possible.

## **TASK 4.0 Assessment of Current Policies, Plans, Guidelines, and Standards**

### 4.1 Review of Polices, Plans, Guidelines, and Standards

Review of current polices, plans, guidelines, ordinances, and standards will be led by the Engineer, in cooperation with the City, to identify opportunities to make additions, edits, and/or deletions to current documents. This effort is to ensure that safety is of the utmost importance in all of the City documents.

### 4.2 Implementation of Edits

Plan will discuss the implementation of recommended edits. This may include the adoption of revised or new policies, guidelines, and/or standards.

### 4.3 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take two (2) meetings with the City to accomplish this task.

## **TASK 5.0 Safety Plan**

### 5.1 Development of Safety Plan

The Engineer will take all information from the above tasks and put together a comprehensive safety plan detailing projects, policy changes, education elements, and all other recommended processes to meet the goal of Zero Fatalities and Serious Injuries. This plan will be shared with the City staff prior to presenting it to City Council. Revisions and edits will be made, and the final plan will be presented to the City Council.

## 5.2 Strategies & Project Selection

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity consideration, that will address the safety problems identified in the Action Plan. These strategies and countermeasures will focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

## 5.3 Progress & Transparency

A methodology to measure progress over time after the Safety Action Plan is developed or updated will be identified within the Plan. This methodology will include outcome data and a means to ensure that ongoing transparency is established with residents and other relevant stakeholders. The methodology must include, at a minimum, annual public and accessible reporting on progress toward reducing the roadway fatalities and serious injuries, and public posting of the Action Plan and any update to the Plan.

## 5.4 Meetings

The Engineer will conduct meetings throughout this task to ensure final acceptance of the comprehensive plan. CJW anticipates it will take two (2) meetings with the City Council to accomplish this task.

### **TASK 6.0 Road Safety Audit – 2<sup>nd</sup> Street (Antioch Drive to Charles Calvird Drive)**

#### 6.1 Road Safety Audit (RSA) Services Outline for Non-Motorized (Bike/Ped) per MoDOT Guidelines

- a. Pre-Audit Preparation
- b. Conduct Field Reviews
- c. Safety Analysis
- d. Develop Recommendations
- e. Reporting
- f. Post-Audit Activities
- g. Engagement and Communication

### **TASK 7.0 Road Safety Audit – Ohio Street/MO 18 (MO7 to Montgomery Street)**

#### 7.1 Road Safety Audit (RSA) Services Outline for Non-Motorized (Bike/Ped) per MoDOT Guidelines

- a. Pre-Audit Preparation
- b. Conduct Field Reviews
- c. Safety Analysis
- d. Develop Recommendations
- e. Reporting
- f. Post-Audit Activities

g. Engagement and Communication

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its

substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
  - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and

information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to indirect, or consequential damages arising out of, resulting from, or related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to Engineer's applicable limit of professional liability and applicable umbrella coverage.

- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- J. Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in E-Verify, a federal work authorization program, with respect to the employees working in connection to the contracted services. Engineer shall sign and submit the affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment - Hourly Rates Plus Reimbursable Expenses*

Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

CJW Tasks		
Basic Services	Project Meetings/Coordination	\$ 3,400
Task 1.0	Development of Steering Committee	\$ 2,200
Task 2.0	Data Analysis/Collection	\$ 24,400
Task 3.0	Stakeholders Committee	\$ 18,400
Task 4.0	Assessment of Current Policies, Plans, Guidelines, and Standards	\$ 27,400
Task 5.0	Safety Plan Development	\$ 23,400
Task 6.0	RSA-Route – 2 <sup>nd</sup> Street	\$ 26,740
Task 7.0	RSA-Route – Ohio Street	\$ 21,200
	Direct Costs	\$ 1,608
<b>Roadway/Box Culvert Subtotal</b>		<b>\$ 148,748</b>

1. The total compensation for services and reimbursable expenses of this addendum shall not exceed \$ 148,748.00

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Scope of Services, Conceptual Exhibits, Hourly Rates, Task Breakout, Certificate of Insurance, E-Verify Information

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Clinton

By: Christina A. Maggi

Christy Maggi, Project Representative

ENGINEER: CJW Transportation Consultants, LLC

By: C. Jay Wynn

C. Jay Wynn, PE, PTOE

Title: City Administrator

Date Signed: 9/4/24

Title: CEO/Owner

Date Signed: 8-22-24

Engineer License or Firm's Certificate Number: 027249

State of: Missouri

Address for giving notices:

105 E. Ohio

Clinton, Missouri 64735

Address for giving notices:

5051 S. National Avenue, Suite 7A

Springfield, Missouri 65810



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Insurancenter 2901 Arizona Ave Joplin MO 64804	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 417-623-7500 FAX (A/C, No): 417-623-0902 E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : CINCINNATI INSURANCE COMPANY</td> <td>10677</td> </tr> <tr> <td>INSURER B : Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C : National Casualty Co</td> <td>11991</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CINCINNATI INSURANCE COMPANY	10677	INSURER B : Cincinnati Indemnity Company	23280	INSURER C : National Casualty Co	11991	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield MO 65810	CJWTRAN-01													

**COVERAGES**      **CERTIFICATE NUMBER: 1887562474**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ECP0383831	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	LWC0383832	4/22/2024	4/22/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			JED0002667	4/22/2024	4/22/2025	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Clinton Missouri 105 E. Ohio St. Clinton MO 64735	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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## CJW 2024 Fee Schedule

### Personnel Hourly Rates:

Principal	\$195.00
Senior Engineer I	\$192.00
Senior Engineer II	\$180.00
Project Engineer	\$125.00
Project Manager	\$115.00
Engineer Intern	\$92.00
Graduate Engineer	\$90.00
Inspector	\$115.00
Senior Designer	\$115.00
Senior Designer II	\$86.00
Survey Manager / PLS	\$110.00
Survey Crew Chief	\$80.00
Survey Crew Member	\$66.00
Landscape Architect (Frank Z Designs)	\$110.00
Traffic Data Collector	\$33.00
Engineering Technician	\$69.00
Administrator	\$38.00
Clerical	\$33.00

### Expenses and Equipment Charges:

Vehicle (3/4 ton or less)	\$0.67/mile
Copies	\$0.10/each
Blueprints	\$0.55/sq. ft.
Real Time GPS Equipment	\$275.00/day
Robotic Prism-Less Instrument	\$215.00/day
Drone Usage	\$300.00/hour

**Reimbursable:** Travel Expenses, Outside Printing, Sub-Contractor Expenses

**Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):**

1.5 times the hourly rate