RESOLUTION NO. 27-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND CJW TRANSPORTATION CONSULTANTS, LLC (CJW) FOR ENGINEERING SERVICES FOR THE 2ND STREET SIDEWALK EXTENSION PHASE I.

WHEREAS, City desires to improve pedestrian safety along the 2nd Street corridor, from Hillcrest Drive to Gaines Drive; and

WHEREAS, City has been approved for a Transportation Alternatives Program (TAP) grant for said improvements; and

WHEREAS, CJW was selected as the most qualified engineering firm, through an objective evaluation process; and

WHEREAS, City wishes to enter into an Agreement with CJW for design and construction inspection services for said improvements;

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 $107,500.00 (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 15th day of October, 2024.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____("Effective Date") between

City of Clinton, MO ("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:

Professional Engineering, Traffic, and Surveying Services – 2nd Street Sidewalk Extension Phase I – Hillcrest to Hospital, Clinton, Missouri ("Project").

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

CJW is pleased to provide you with a proposal for services requested on the aforementioned project, and we are prepared to provide the field survey and other professional services that will be included in an the extension of 2nd Street sidewalk between Hillcrest to Hospital. Plans to include Project Management, Surveying and Digital Base Mapping, Alignment and Profile plans, Environmental Permits, Utility Coordination, and Construction Inspection.

Professional Engineering, Traffic, and Survey Services Proposed:

Task 1. Project Management
Task 2. Meetings
Task 3. Survey/Digital Base Mapping
Task 4. Alignment and Profile Plans
Task 5. Environmental Permitting
Task 6. Plan Impact & Estimates
Task 7. Utility Coordination
Task 8. Final PS& E
Task 9. Bidding Support
Task 10. Construction Inspection

Owner and Engineer further agree as follows:

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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.

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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

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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. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. 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.

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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.

H. 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 special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

I. 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.

J. 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.

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

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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*

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

1. 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 for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

TASK COST

Design Phase Services

2nd Street Sidewalk Extension Phase I Hillcrest to Hospital	Hours		Cost
Task 1.0 Project Management	16	$	889
Task 2.0 Meetings	18	$	1,307
Task 3.0 Survey/Digital Base Mapping	100	$	4,546
Task 4.0 Alignment & Profile Plans	99	$	4,381
Task 5.0 Environmental Permits	34	$	1,751
Task 6.0 Plan Impact & Estimate Sumittal	60	$	3,007
Task 7.0 Utility Coordination	30	$	1,503
Task 8.0 Final PS&E (Bid Doc, JSP, Boilerplate, Estimate)	223	$	10,396
Hours =	580	Labor = $	27,780
Payroll Overhead	79.31%	$	22,033
General & Administative	84.57%	$	23,494
		$	45,526
Fixed Fee	14.00%		$6,373.68
Total Design Phase Services			**$51,900.00**

Consutrction Administration Phase

Task 9.0 Bidding Support	52	$	3,456
Task 10.0 Construction Inspection	462	$	17,612
Σ Hours =	514	Σ Labor = $	21,068
Payroll Overhead	79.31%	$	16,709
General & Administative	84.57%	$	17,817
		$	34,526
Fixed Fee	14.00%		$4,833.68
Sub Consultant (Material Testing) Terracon, Inc.			*$15,220.00*
Total Construction Phase Services			**$54,580.00**

Direct Cost

Prints/ Copies		$	200
Travel 1,450 Miles @ $0.566 /Mile		$	820
Reimbursable Total =		$	1,020

Design Phase Services	$51,900
Consutrction Administration Phase	$54,580
Direct Cost	$1,020
TOTAL NOT TO EXCEED FEE =	$107,500

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be $ **107,500.00.**

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

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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: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Insurance Certificate

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

OWNER: City of Clinton, MO	ENGINEER: CJW Transportation Consultants, LLC
By: _____	By: C. Jay Wynn C. Jay Wynn, PE, PTOE
Title: Project Representative	Title: Owner
Date Signed: _____	Date Signed: 10-07-24
	Engineer License or Firm's Certificate Number: 027249
	State of: Missouri
Address for giving notices:	Address for giving notices:
105 E. Ohio Street	5051 S. National Avenue, Suite 7A
Clinton, MO 64635	Springfield, Missouri 65810

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TRANSPORTATION ALTERNATIVES PROGRAM
2024 APPLICATION FORM

Additional information can be found in the Transportation Alternatives Program Guide:

https://www.modot.org/local-public-agency

1. Project Sponsor Name | **1.a. UEI**

City of Clinton | DVN6H2CQF3Y6

2. Project Sponsor Type

City | MPO/RPC: Kaysinger Basin Regional Planning Commission

3. Project Sponsor Contact Information

Contact Person: Christy Maggi
Title: City Administrator
Mailing Address: 105 E Ohio Street
City: Clinton State: MO
Zip Code: 647352131 Daytime Phone: 660.885.6121
Email: cmaggi@cityofclintonmo.com

4. Project Name

2nd Street Sidewalk Extension Phase 1 Hillcrest to Hospital

5. Eligible Project Category

(1) Construction of on- and off-road trail facilities for pedestrians, bicyclists, & other non-motorized forms of transportation

6. Project Location

County: Henry County MoDOT District: Southwest Congressional District: 4

Information on Congressional Dist can be found here: https://house.mo.gov/RedistrictingMapInformation.aspx

Census Tract(s): 29083950500 & 29083950600

Information on Census tracts can be found here: https://screeningtool.geoplatform.gov

Provide Project location map (Label attachment as 'Attachment A - Project Location Map')

Project Route: 2nd Street/Hwy.13 From/To: Hillcrest Drive to Gaines Drive (Golden Valley Memorial Healthcare)

Project Length (feet), if applicable: Approximately 920 LF

7. Will this project impact MoDOT Right of Way? ☑ Yes ☐ No

If Yes, provide letter of consent from the MoDOT Area Engineer per Section A.10. of the 2024 TAP Guide.

Submit the application for review to the area engineer by April 5, 2024.

8. Based on 2020 Census data, is the project located in an area with a population of:

☐ 4,999 or fewer ☑ 5,000 to 49,999 ☐ 50,000 to 200,000

9. Sponsor Training:

Has person in responsible charge completed MoDOT LPA Basic training within the past 2 years? ☑ Yes ☐ No

Has person in responsible charge listened to the 2024 TAP What to Expect video? ☑ Yes ☐ No

Video can be found here and is worth 1 bonus point: 2024 TAP Call for Projects

Name and title of person in responsible charge:

Chuck Bailey, Community Development / Building Inspector

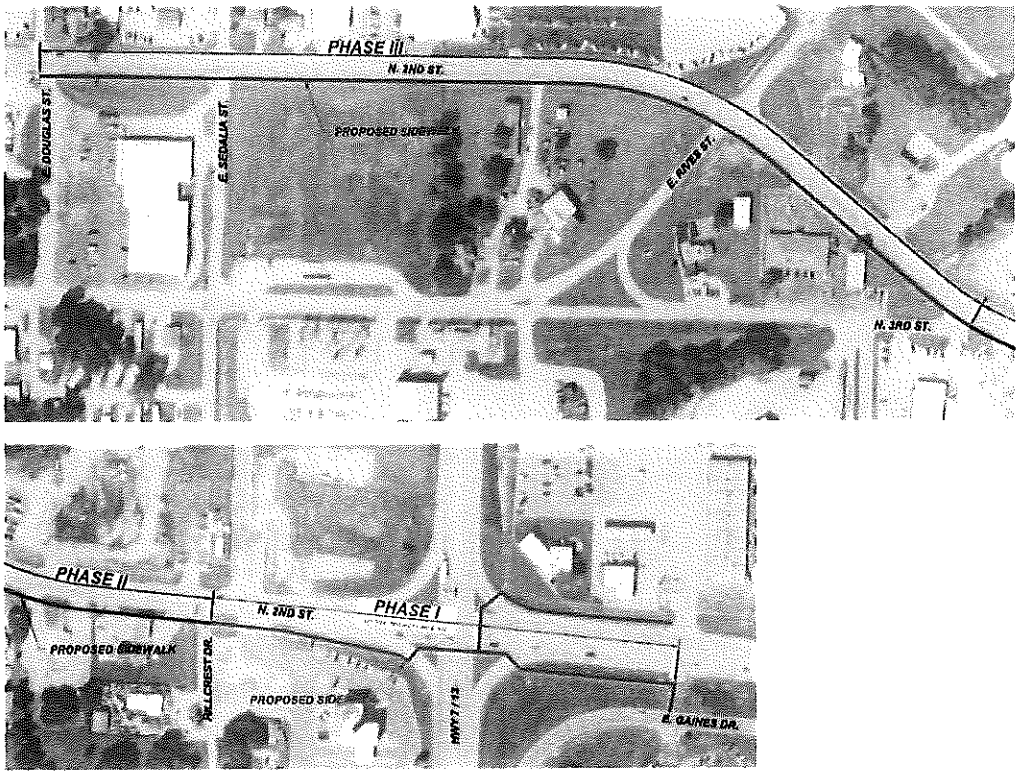
10. Does the Project Sponsor have an active or incomplete SRTS, TE or TAP project? (0-5 pts.)

☐ Yes ☑ No

If Yes, provide the Federal Project Number(s):

ATTACHMENT A - Location Map

NOTES:



LEGEND

CJW

PRELIMINARY

2ND STREET SIDEWALK
CITY OF CLINTON, MISSOURI
CLINTON, MISSOURI

SIDEWALK PHASING PLAN

01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2024

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).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin MO 64804	CONTACT NAME: PHONE (A/C, No, Ext): 417-623-7500 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS:
INSURED CJWTRAN-01 CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield MO 65810	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 :

COVERAGES **CERTIFICATE NUMBER:** 1382086051 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ECP0383831	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0383832	4/22/2024	4/22/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			JEO0002667	4/22/2024	4/22/2025	Each Occurrence Aggregate	1,000,000 2,000,000

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

CERTIFICATE HOLDER

City of Clinton Missouri
105 E. Ohio St.
Clinton MO 64735

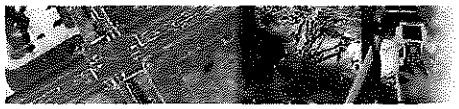
CANCELLATION

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

EXHIBIT A

SPONSOR: City of Clinton, MO
LOCATION: 2nd Street -Hillcrest to Hospital
PROJECT: Tap-2000(209)

THIS CONTRACT is between *City of Clinton, Missouri*, 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 *Transportation Alternative Program (TAP)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct sidewalk along *2nd Street between Hillcrest and the Hospital* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES
See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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

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);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

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

A. PS&E Approval by MODOT shall be completed on 05/30/2025

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 *$6,816.51*, with a ceiling established for said design services in the amount of *$ 55,516.85*, 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 *$ 4,355.76*, with a ceiling established for said inspection services in the amount of *$ 50,700.31*, which amount shall not be exceeded.

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 *166.84* of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at *0.06%* of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

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
Terracon, Inc.	4765 W. Junction St. Springfield, MO 65802	Materials Testing

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, MoDOT and FHWA from all claims and 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, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal 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 color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or

omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, 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.

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/6/2024

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).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin MO 64804	CONTACT NAME: PHONE (A/C, No, Ext): 417-623-7500 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS:
INSURED CJWTRAN-01 CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield MO 65810	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 :

COVERAGES **CERTIFICATE NUMBER: 1738692010** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY [X] PRO-JECT [X] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			ECP0383831	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EWC0383832	4/22/2024	4/22/2025	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			JEO0002667	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)

CERTIFICATE HOLDER

City of Clinton Missouri
105 E. Ohio St.
Clinton MO 64735

CANCELLATION

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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Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 6th day of December, 2024.

Executed by the County/City this 18th day of December, 2024

FOR: CITY OF CLINTON,

BY: Carla Moberly
Carla Moberly, Mayor, City of Clinton

ATTEST: Wanda Scates
City Clerk

FOR: CJW TRANSPORTATION CONSULTANTS, LLC

BY: C. Jay Wynn
C. Jay Wynn, CEO/Owner

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Wanda Scates
CITY ACCOUNTING OFFICER

ATTACHMENT A

Scope of Services

A. DESIGN PHASE – The Engineer will:

1. Determine the needs of the Local Agency for the Project;

2. conduct topographic, property and utility surveys sufficient to develop plans for the project;

3. conduct hydraulic studies (as applicable),prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based upon these studies;

4. submit two copies of preliminary plans, estimates, and studies for review by Local Agency and Missouri Department of Transportation (MoDOT);

5. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency forces if applicable;

6. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project; if deemed necessary, arrange to have Right-of-Way appraisals and purchase negotiation with land owner conducted on a sub-contract/supplemental agreement basis;

7. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA); and if deemed necessary, arrange to have the site examined by a qualified professional to determine wetlands impacts on a sub-contract/supplemental agreement basis

8. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources if a Phase I or Phase II Cultural Resource Assessment, a MOA or HAER Documentation is deemed necessary, arrange to have the site examined by a qualified archaeologist on a Sub-contract/supplemental

agreement basis

9. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary, including testing for the presence of lead and asbestos (not included in this contract); and;

10. provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

B. BIDDING PHASE – The Engineer Will

1. Upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide and adequate number of plans, specifications, and bid documents to the Local Agnecy;

2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and

3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

C. CONSTRUCTION PHASE – The engineer will serve as the Local Agency's representative assistant for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform the work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. Assist the Local Agency with a pre-construction conference to discuss project details with the Contractor;

2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visit of the project site as requested;

3. check shop drawings and review schedules and drawings submitted by the Contractor;

4. reject work not conforming to the project documents;

5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;

6. review wage rates, postings, equal employment opportunity and other related items call for in the contract documents

ATTACHMENT B

Engineering Services

Design Phase Services		Hours	Rate	Cost
Task 1	*Project Management*			
	Engineer	4.0	$ 68.80	$ 275.20
	Designer	4.0	$ 42.75	$ 171.00
	Task 1 Subtotals	*8.0*		$ *446*
Task 2	*Meeting*			
	Principal	2.0	$ 108.08	$ 216.16
	Project Engineer	4.0	$ 41.01	$ 164.04
	Designer	2.0	$ 42.75	$ 85.50
	Task 2 Subtotals	*8.0*		$ *466*
Task 3	*Survey/Digital Base Mapping*			
	Engineer	2.0	$ 68.80	$ 137.60
	Project Engineer	2.0	$ 41.01	$ 82.02
	Professional Land Surveyor	16.0	$ 35.00	$ 560.00
	Survey Crew	40.0	$ 46.78	$ 1,871.20
	Task 3 Subtotals	*60.0*		$ *2,650.82*
Task 4	*Alignment & Profile Plans*			
	Principal	2.0	$ 108.08	$ 216.16
	Engineer	1.0	$ 68.80	$ 68.80
	Project Engineer	10.0	$ 41.01	$ 410.10
	Engineer Intern	2.0	$ 33.70	$ 67.40
	Designer	60.0	$ 42.75	$ 2,565.00
	Survey Crew	4.0	$ 46.78	$ 187.12
	Task 4 Subtotals	*79.0*		$ *3,514.58*
Task 5	*Environmental Permits*			
	Principal	2.0	$ 108.08	$ 216.16
	Engineer	2.0	$ 68.80	$ 137.60
	Project Engineer	5.0	$ 41.01	$ 205.05
	Engineer Intern	12.0	$ 33.70	$ 404.40
	Task 5 Subtotals	*21.0*		$ *963.00*
Task 6	*Preliminary Plans*			
	Principal	2.0	$ 108.08	$ 216.16
	Engineer	12.0	$ 68.80	$ 825.60
	Project Engineer	12.0	$ 41.01	$ 492.12
	Engineer Intern	16.0	$ 33.70	$ 539.20
	Designer	18.0	$ 42.75	$ 769.50
	Task 6 Subtotals	*60.0*		$ *2,842.58*
Task 7	*Utility Coordination*			
	Engineer	2.0	$ 68.80	$ 137.60
	Project Engineer	2.0	$ 41.01	$ 82.02
	Designer	18.0	$ 42.75	$ 769.50
	Task 7 Subtotals	*22.0*		$ *989.12*
Task 8	*Final PS&E*			
	Principal	3.0	$ 108.08	$ 324.24
	Engineer	36.0	$ 68.80	$ 2,476.80
	Project Engineer	10.0	$ 41.01	$ 410.10

	Engineer Intern		40.0	$ 33.70	$ 1,348.00
	Designer		36.0	$ 42.75	$ 1,539.00
	Professional Land Surveyor		4.0	$ 35.00	$ 140.00
	Construction Inspector		4.0	$ 34.13	$ 136.52
	Task 8 Subtotals		*133.0*		*$ 6,374.66*
	Direct Labor for Preliminary Services		391.0		$ 18,247
Payroll Overhead		166.84%			$ 30,443
General & Administrative		0.06%			$ 11
	Sub-Total for Preliminary Design Services (Including Overhead)				$ 48,700
Fixed Fee		14.00%			$ 6,816.51
Total for Design Phase Services					**$ 55,516.85**
Construction Administration Phase Services			**Hours**	**Rate**	**Cost**
Task 9	*Bidding Support*				
	Principal		5.0	$ 108.08	$ 540.40
	Engineer		5.0	$ 68.80	$ 344.00
	Project Engineer		4.0	$ 41.01	$ 164.04
	Engineer Intern		2.0	$ 33.70	$ 67.40
	Designer		4.0	$ 42.75	$ 171.00
	Task 9 Subtotals		*20.0*		*$ 1,287*
Task 10	*Construction Inspection*				
	Principal		2.0	$ 108.08	$ 216.16
	Engineer		10.0	$ 68.80	$ 688.00
	Project Engineer		3.0	$ 41.01	$ 123.03
	Engineer Intern		14.0	$ 33.70	$ 471.80
	Construction Inspector		260.0	$ 34.13	$ 8,873.80
	Task 10 Subtotals		*289.0*		*$ 10,373*
	Direct Labor for Construction Admin Phase				$ 11,660
Payroll Overhead / General Administration		166.84%			$ 19,453
Facilities Capital Cost of Money Rate		0.06%			$ 7
	Sub-Total for Construction Admin (Including Overhead)				$ 31,120
Fixed Fee		14.00%			$ 4,355.76
Subconsultant (Terracon)					$ 15,225.00
Total for Construction Administration Phase Services					$ 50,700.31
Direct Cost					
	Mileage	1280		$ 0.665	$ 851.20
Maximum Contract Amount					**$ 107,068.36**

Other Direct Cost to be covered by Supplemental Agreement/Sub-Contractor basis as needed	
	Services related to Right-Of-Way Appraisals and Purchase
	Phase I or I.I Cultural Resource Assessment
	MOA or HAER Documentation
	Wetlands or Endangered Species Specialist Services
	No Rise Certification
	Materials Testing

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

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/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

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 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): CJW Transportation Consultants, LLC

Project Owner (LPA): City of Clinton

Project Name: 2nd Street - Hillcrest to Hospital

Project Number: TAP 2000(209)

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

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

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

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

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

LPA	Consultant
Printed Name: Christina A. Maggi	Printed Name: C Jay Wynn, PE, PTOE
Signature: Christina A Maggi	Signature: C Jay Wynn
Date: 12/18/2024	Date: December 6, 2024

**MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
THE MISSOURI HISTORIC PRESERVATION OFFICE,
THE OSAGE NATION, AND
THE CITY OF CLINTON
REGARDING RESOLUTION OF ADVERSE EFFECTS TO ARCHEOLOGICAL SITES 23HE1965 AND 23HE1966 RESULTING FROM PLANNED CONVEYENCE OF FEE-TITLE LAND AT HARRY S. TRUMAN LAKE TO THE CITY OF CLINTON IN HENRY COUNTY, MISSOURI**

WHEREAS, the U.S. Army Corps of Engineers (USACE), Kansas City District, plans to convey fee-owned tracts, totaling 177.69 acres, out of federal ownership to the City of Clinton (undertaking), as part of Congress's Water Resource Development Act of 2020; and

WHEREAS, the undertaking consists of the USACE's proposal to convey the tracts out of federal ownership to the City of Clinton (Attachment 1); and

WHEREAS, USACE defined the undertaking's area of potential effects (APE) as the entire 177.69 acres of the conveyance (Attachment 2); and

WHEREAS, USACE determined that the undertaking will have an adverse effect on sites 23HE1965 and 23HE1966 (Attachment 3), which have been determined eligible for listing in the National Register of Historic Places (NRHP); USACE consulted with the Missouri State Historic Preservation Office (SHPO) in a letter dated August 21, 2023, pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, USACE invited The Osage Nation, Kaw Nation, Omaha Tribe, Ponca Tribe of Nebraska, and Ponca Tribe of Oklahoma to participate as invited signatories to this MOA by letter dated August 23, 2013. The Osage Nation agreed to participate as an invited signatory in a letter dated November 8, 2023 and the other tribes declined to participate in this MOA; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and the ACHP declined to participate in a letter dated January 11, 2024; and

WHEREAS, USACE consulted with the City of Clinton regarding the effects of this undertaking on historic properties and the City of Clinton agrees to be bound by this agreement as a signatory; and

WHEREAS, USACE posted public notices of the undertaking on the USACE public notice website from August 27, 2024 to September 30, 2024. The City of Clinton posted the notice on the City of Clinton's Facebook page from September 10, 2024 to September 30, 2024 and in the local newspaper, the *Clinton Daily Democrat,* on September 12, 2024; and as of the date of signature, no additional parties wish to participate in this MOA.

NOW, THEREFORE, USACE, the SHPO, The Osage Nation, and the City of Clinton agree that the undertaking shall be implemented in accordance with the following stipulations to consider the adverse effect of the undertaking on the historic properties.

STIPULATIONS

USACE shall ensure that the following stipulations are completed prior to transfer of title:

I) Data Recovery of Archeological Sites 23HE1165 and 23HE1966

A. USACE, in consultation with the SHPO and The Osage Nation, drafted data recovery plans entitled "Data Recovery Plans for 23HE1965 (Deer Creek Site) and 23HE1966 (Hilltop Site)" (Attachment 4).

i. The City of Clinton shall fund the implementation of the final approved data recovery plan prior to adversely affecting the sites. The City shall submit a request for proposal, screen the proposals, hire the contractor, and fund the fieldwork, laboratory work, and creation of a management summary and final report of findings. The City will manage access to the sites for the contractors.

ii. USACE shall ensure that the data recovery plans include appropriate provisions for field work, analyses, reporting, curation of recovered materials and records, and ongoing consultation with signatories and invited signatories to this MOA.

B. Data recovery activities shall be consistent with the National Park Service's "Secretary of the Interior's Standards and Guidelines for Identification and Evaluation," as well as the Council's publication, "Treatment of Archaeological Properties." (ACHP 1980).

C. The data recovery plan will be performed by archaeologists that meet, at a minimum, the Secretary of Interior's Professional Qualifications Standards articulated at 48 FR 44738-39.

D. The time frame for accomplishing the tasks is included in the Scope of Work, Attachment 4.

E. At the end of the fieldwork phase of the data recovery plan the City of Clinton shall submit a management summary of the findings to USACE who will provide a copy to SHPO and The Osage Nation for review and comment to determine if the data recovery has been completed.

F. Upon concurrence and acceptance of the findings of the management summary report by USACE, SHPO, and The Osage Nation, the open excavations may be closed and the City may backfill the excavations.

G. Upon completion of the approved final field work, the City of Clinton will submit a draft data recovery report in digital format documenting the results of the work conducted under the data recovery plan to USACE, which will provide a copy to SHPO and The Osage Nation for a review and comment. Upon receipt of the comments, the contractor will address the comments and produce the final report.

H. The City of Clinton will provide the final report to USACE in a digital format. USACE will provide a digital copy to SHPO and The Osage Nation, and ensure that:

i. the report shall comport with the Department of the Interior's Format Standards for

Final Reports of Data Recovery (42 FR 5377-79).

ii. all comments received on the draft are addressed and corrections made prior to submission of the final report.

iii. The sites shall not be destroyed or altered until USACE has informed the City of Clinton in writing that field work required for the draft final report is sufficient and completed. Once notified by USACE that all data recovery commitments and the property conveyance is complete, construction activity may occur within the site boundaries of both 23HE1965 and 23HE1966.

I. Artifacts and records will be returned to USACE, Kansas City District, for curation. USACE will retain ownership of the artifacts.

II) DURATION

This MOA will expire if its terms are not completed as outlined in Section I within five (5) years from the date of its execution. Prior to such time, USACE may consult with the signatories and invited signatories to reconsider the terms of the MOA and amend in accordance with Stipulation VI below. Property conveyance will not occur until the terms of this or a future MOA, if required, has been completed.

III) POST-REVIEW DISCOVERIES

If human remains or items of religious and cultural importance are encountered during field investigations or laboratory work, the Plan of Action (Attachment 5) shall be followed.

IV) MONITORING AND REPORTING

Every six months following the execution of this MOA until it expires or is terminated, USACE shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in USACE's efforts to carry out the terms of this MOA.

V) DISPUTE RESOLUTION

Should any signatory or invited signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, USACE will:

A. Forward all documentation relevant to the dispute, including USACE's proposed resolution, to the ACHP. The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USACE shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories and invited signatories, and provide them with a copy of this written response. USACE will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USACE may make a final decision on the dispute and proceed

accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that considers any timely comments regarding the dispute from the signatories and invited signatories to the MOA and provide them and the ACHP with a copy of such written response.

C. Triggering of Stipulate V shall have no effect on USACE or other signatory or invited signatory's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

VI) AMENDMENTS

Any signatory or invited signatory to this agreement may propose to USACE that the agreement be amended, whereupon USACE shall consult with signatories or invited signatories to this agreement to consider such an amendment. This MOA will be amended when such an amendment is agreed to in writing by all signatories. The amendment will go into effect on the date of the last signature execution from signatories.

VII) ANTI-DEFICIENCY ACT.

USACE's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the controlling provisions of the Anti-Deficiency Act. USACE shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs USACE's ability to implement the stipulations of this agreement, USACE shall act in accordance with Stipulation IX of this agreement.

VIII) EMERGENCY SITUATIONS

Should an emergency occur which poses an imminent threat to public health or safety, or creates a hazardous condition, The City of Clinton will inform USACE, who shall notify the SHPO, and the Osage Nation, of the condition which has initiated the situation within seven (7) calendar days of the occurrence and the measures taken to respond to the emergency or hazardous condition. Should the SHPO or the Osage Nation wish to provide technical assistance to USACE, the parties shall submit comments within seven (7) calendar days from notification, if the nature of the emergency or hazardous condition allows for such coordination.

IX) TERMINATION

A. If any signatory or invited signatory to this MOA determines that its terms will not or cannot be performed, that party shall immediately consult with the other signatories and invited signatories to attempt to develop an amendment per Stipulation VI, above. If after thirty (30) days (or another time period agreed to in writing by all signatories and invited signatories) an amendment cannot be reached, any signatory or invited signatory may terminate the MOA upon written notification to the other signatories and invited signatories. Once Section IX is triggered, all work on the undertaking must be suspended pending resolution under the terms of this MOA.

Once the MOA is terminated, and prior to work recommencing on the undertaking, USACE must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, consider, and respond to the comments of the ACHP under 36 CFR § 800.7. USACE

shall notify the signatories and invited signatories the course of action it will pursue.

X) SEVERABILITY

Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect.

XI) MOA EXECUTION

Execution of this MOA by USACE, the SHPO, The Osage Nation, and the City of Clinton and implementation of its terms is evidence that USACE has considered the effects of this undertaking on historic properties and afforded the ACHP a reasonable opportunity to comment.

XII) ELECTRONIC SIGNATURE

Each party agrees a signatory may execute this document by electronic symbol or process attached to or logically associated with the document, with an intent to sign the document and by a method that must include a feature to verify the identity of the signer and the authenticity of the document, commonly referred to as verified electronic signature. Each party further agrees to accept in-person signature with ink for such party who agrees but either does not wish to or does not have access to adequate technology to sign electronically.

XIII) IMPLEMENTATION

A. This document may be signed in two or more parts upon signatory circulation, thereby separating the signature pages; each of which shall be deemed an original for all purposes, and all of which shall be considered one and the same agreement so long as Sections XI & XII are fulfilled.

B. This MOA shall become effective within the applicable state on the date of signature, whichever is latest, by the USACE, SHPO, and The Osage Nation.

C. USACE shall ensure each consulting party is provided with a complete copy of the final MOA.

D. USACE shall submit an executed copy of this MOA and supporting documentation, pursuant to 36 CFR 800.11(f), to the ACHP prior to approving the undertaking.

ACHP 1980. *Treatment of Archeological Properties: A Handbook.* Available online at https://www.achp.gov/digital-library-section-106-landing/treatment-archeological-properties-handbook-1980

NPS n.d. *Series: Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.* Available online at https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394

MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
THE MISSOURI HISTORIC PRESERVATION OFFICE,
THE OSAGE NATION, AND
THE CITY OF CLINTON
REGARDING RESOLUTION OF ADVERSE EFFECTS TO ARCHEOLOGICAL SITES 23HE1965 AND 23HE1966 RESULTING FROM TRANSFER OF FEE-TITLE LAND AT HARRY S. TRUMAN LAKE TO THE CITY OF CLINTON IN HENRY COUNTY, MISSOURI

SIGNATORY

U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT

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NIEWOHNER.ANDREW.THOMAS.
1147506496
Date: 2025.04.01 18:59:03 -05'00'

Date: 4/1/2025

Andrew Niewohner
Colonel, Corps of Engineers
District Commander

MEMORANDUM OF AGREEMENT AMONG
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SIGNATORY
MISSOURI STATE HISTORIC PRESERVATION OFFICER

Laura Hendrickson

Digitally signed by Laura Hendrickson
Date: 2025.04.03 12:27:28 -05'00'

Date: 4/3/25

Laura Hendrickson
Director Missouri State Parks

MEMORANDUM OF AGREEMENT AMONG
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SIGNATORY
CITY OF CLINTON, MO

Christina A. Maggi

Date: 04/09/2025

Christina A. Maggi
City Administrator

MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
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REGARDING RESOLUTION OF ADVERSE EFFECTS TO ARCHEOLOGICAL SITES 23HE1965 AND 23HE1966 RESULTING FROM TRANSFER OF FEE-TITLE LAND AT HARRY S. TRUMAN LAKE TO THE CITY OF CLINTON IN HENRY COUNTY, MISSOURI

INVITED SIGNATORY
THE OSAGE NATION

Date: 4/29/25

Geoffrey M. Standing Bear
Principal Chief

List of Attachments

Attachment 1. Boundary of USACE fee-owned property at Truman Lake, Missouri showing location of the project.

Attachment 2. Project area (yellow polygon) within the Harry S Truman fee-owned boundary (blue polygon).

Attachment 3. Tracts to be conveyed (pink polygon) and identified sites, with arrows at NRHP-eligible sites.

Attachment 4. Scope of Work, Data Recovery Plans for 23HE1965 (Deer Creek Site) and 23HE1966 (Hilltop Site).

Attachment 5. Cultural Context and Research Questions.

Attachment 6. Survey and Testing Report (Powell 2023).

Attachment 7. Treatment of Human Remains and Items of Religious and Cultural Importance.

Attachment 1. Boundary of USACE fee-owned property at Truman Lake, Missouri showing location of the project.

Attachment 2. Project area (yellow polygon) within the Harry S Truman fee-owned boundary (blue polygon).

Attachment 3. Tracts to be conveyed (pink polygon) and identified sites, with arrows at NRHP-eligible sites. NOT FOR PUBLIC RELEASE.