



Memorandum

To: Mayor
City Council

From: Travis Cossey, Jeff Roussell

RE: First Reading, STP-Urban Program Agreement STPBG-9901(833) and consultant contract

Date: May 10, 2021

For your consideration is a STP-Urban Program Agreement and Consultant Services Contract for design services to acquire design documents for improvements to North St. from the intersection of Maplewood Hills to the intersection of Cheyenne. This project is included in the 2021 budget as a CIP for \$546,882.00. The design project was authorized by the OTO (Ozarks Transportation Organization) as a 2021 TIP (Transportation Improvement Program) allowing us to utilize a portion of our Federal Transportation Funds towards the design. The program agreement between MoDOT and the City of Nixa will allow the city to receive reimbursement for up to 80% of the design cost with Federal Transportation Funds not to exceed \$437,506.00.

Staff initiated a RFQ (Request for Qualifications) process following MoDOT guidelines to determine the consulting firm best qualified to provide the necessary design services. Staff received seven proposals that were reviewed for compliance with the scope of services requested. The review committee recommended CJW Transportation Consultants LLC. be awarded the contract for services. Agreeing with the review committee's assessment, MoDOT authorized the City to negotiate a price for services. CJW provided a fee proposal of \$537,942.48. The contract fee proposal is within the City's 2021 CIP budgeted amount.

Staff is recommending approval of the ordinance authorizing the City to enter into a program agreement with MoDOT for 80% reimbursement funds along with a contract for consulting services with CJW Transportation Consultants LLC to provide the necessary design work to proceed with the project as identified in the 2021 CIP.

Staff is available to answer any questions or concerns you have regarding the proposed ordinance.

2
3 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING**
4 **THE CITY ADMINISTRATOR TO EXECUTE AN STP-URBAN PROGRAM**
5 **AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION**
6 **COMMISSION AND A CONSULTANT SERVICES AGREEMENT WITH CJW**
7 **TRANSPORTATION CONSULTANTS, LLC, REGARDING PROPOSED**
8 **IMPROVEMENTS TO NORTH STREET.**
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10
11 **WHEREAS** the City desires to make certain improvements to a portion of North
12 Street lying between the Maplewood Hills intersection to the Cheyenne intersection; and
13

14 **WHEREAS** said improvement project was included as a Capital Improvement
15 Project in the City's 2021 budget; and
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17 **WHEREAS** the design of said project was approved by the Ozarks
18 Transportation Organization as a 2021 Transportation Improvement Program, which
19 allows the City to utilize a portion of the City's allocation of Federal Transportation
20 Funds for the design of the project; and
21

22 **WHEREAS** City Council desires to enter into the STP-Urban Program
23 Agreement with Missouri Highways and Transportation Commission to secure funding
24 for this project; and
25

26 **WHEREAS** the City Council desires to enter into an agreement with CJW
27 Transportation Consultants LLC to provide design services for the project; and
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29 **WHEREAS** CJW Transportation Consultants were selected as the best qualified
30 firm via the City's Request for Qualifications process.
31

32 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
33 **NIXA, AS FOLLOWS, THAT:**
34

35 **SECTION 1:** The City Administrator, or designee, is hereby authorized to
36 execute, on behalf of the City, the documents attached hereto and incorporated herein
37 by this reference as "Council Bill Exhibit A" and "Council Bill Exhibit B." Said documents
38 shall be in substantially similar form as the documents attached hereto as "Council Bill
39 Exhibit A" and "Council Bill Exhibit B." The City Administrator is further authorized to do
40 all things necessary or convenient to carry out the terms of this Ordinance and to
41 implement the Program provided that such actions are consistent with the terms and
42 intent of this Ordinance.
43

44 **SECTION 2:** This Ordinance shall be in full force and effect from and after its
45 final passage by the City Council and after its approval by the Mayor, subject to the
46 provisions of section 3.11(g) of the City Charter.

47 **ADOPTED BY THE COUNCIL OF THE CITY OF NIXA THIS _____ DAY OF**
48 **_____ 2021.**

49
50
51 **ATTEST:**

52
53
54 _____
55 CITY CLERK PRESIDING OFFICER

56
57 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.**

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59
60 **ATTEST:**

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62
63 _____
64 CITY CLERK MAYOR

65
66 **APPROVED AS TO FORM:**

67
68 _____
69 CITY ATTORNEY

CCO Form: FS11
 Approved: 07/96 (KMH)
 Revised: 03/17 (MWH)
 Modified:

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STBG-9901(833) TIP# NX2102
 Award Year: 2021
 Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Nixa, Christian County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-9901(833) involves improvements along North Street from east of Maplewood Hills Road to Cheyenne Road. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-9901(833) by the Commission is within the city limits of Nixa, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Improvements along North Street from east of Maplewood Hills Road to Cheyenne Road.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent **(80%)** not to exceed **\$437,506.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-9901(833) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Travis Cossey, City of Nixa
715 West Mount Vernon Street, Nixa, MO 65714
Phone # 417-725-2353 email: tcossey@nixa.com

(B) To the Commission:
Chad Zickefoose, MoDOT Southwest District
3025 East Kearney Street, Springfield, MO 65803
Phone # 417-895-7638 email: chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating 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 and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department

of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF NIXA

Assistant Chief Engineer

City Administrator

ATTEST:

ATTEST:

Secretary to the Commission

City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

City Attorney

Financial Officer

Ordinance No: _____

Exhibit A - Location of Project

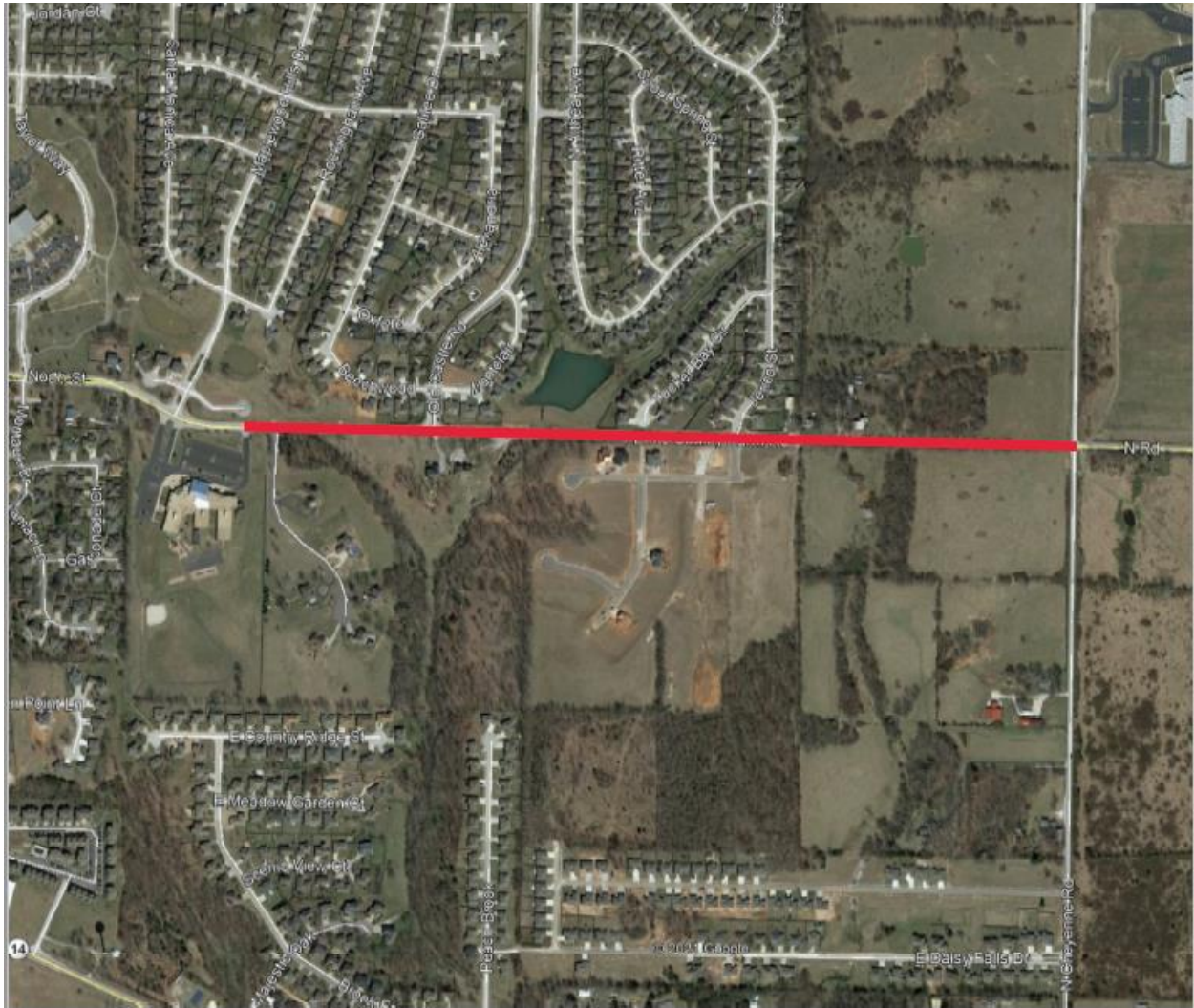


Exhibit B – Project Schedule

Project Description: STBG-9901(833) Maplewood Hills Road to Cheyenne Road

Task	Date
Date funding is made available or allocated to recipient	Jan 2021
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	Dec 2021
Plans, Specifications & Estimate (PS&E) Submittal	Nov 2022
Plans, Specifications & Estimate (PS&E) Approval	Jul 2023
Advertisement for Letting	Sept 2023
Bid Opening	Oct 2023
Construction Contract Award (REQUIRED)	Dec 2023

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities

Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the

notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts

should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The

employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs

which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing

work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of

trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any

subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier 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.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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.

c. 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 by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier

Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier 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 with which this transaction originated.

f. 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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SPONSOR: **City of Nixa**
 LOCATION: **North Street**
 PROJECT: **STBG – 9901(833)**

THIS CONTRACT is between *City of Nixa*, Missouri, hereinafter referred to as the "Local Agency", and CJW Transportation Consultants, LLC 5051 S National Avenue Suite 7A Springfield, Missouri 65810, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Surface Transportation Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *Widen North Street from Cheyenne to Maplewood Hills, and Improve the intersection of Cheyenne and North Street* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

The North Street widening project will construct approximately 1 mile of a three lane roadway with pedestrian facilities. The project will include the evaluation of, and planning for a roundabout at the intersection of North Street and Cheyenne road. Services to be provided include environmental assessment, public meeting, utility coordination, and production of construction plans. The Engineer will serve as an extension of City staff to provide assistance in the procurement and delivery of the project designated as "North Street widening" with Federal No. STBG-9901(833).

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 10 % 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, 10 % 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:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Shaffer & Hines 731 W Mt Vernon Nixa, Missouri 65714	Surveying & Traffic Control Design	\$55,000.00	\$55,000.00	100%

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 December 31, 2022
- 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 \$ 55,977.19, with a ceiling established for said design services in the amount of \$ 537,942.48, 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 64.71% 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 80.32% 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
Bartlett & West Meeting	1200 SW Executive Dr Topeka, KS 66615	Design, Public QA/QC
Shaffer & Hines Boundary,	729 W Mt Vernon St Nixa, Missouri 65714	Surveying, Design
Palmerton & Parrish	4167 W Kearney St Springfield, MO 65803	Geotechnical

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.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 20__.

Executed by the County/City this __ day of _____, 20__.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and seal, and the City of Nixa executes this contract by its City Manager.

THE CITY OF NIXA, MISSOURI

By: _____
Brian Steele, Mayor

By: _____
Jimmy Liles, City Administrator

ATTEST

By: _____

CONTRACTOR

By: _____

Approved as to form:

Nick Woodman, City Attorney

CERTIFICATE OF FINANCIAL OFFICER

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Financial Officer

ATTACHMENT A

Scope of Services

ATTACHMENT B

ESTIMATE OF COST

ATTACHMENT C

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

ATTACHMENT D

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

INSTRUCTIONS FOR CERTIFICATION

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

knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

Attachment E

Disadvantage Business Enterprise Contract Provisions

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

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

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

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

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

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

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

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

E. The Engineer is encouraged to use the services of banks owned

and controlled by socially and economically disadvantaged individuals.

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

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

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

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

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

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

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

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

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

F. Provided interested DBEs with adequate information about

plans, specifications and requirements of this Agreement.

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

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

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

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

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

Firm Name (Consultant): CJW Transportation Consultants, LLC

Project Owner (LPA): City of Nixa

Project Name: North Street Widening Project

Project Number: STBG-9901(833)

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

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

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

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

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

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

The North Street widening project will construct approximately 1 mile of a three lane roadway with pedestrian facilities. The project will include the evaluation of, and planning for a roundabout at the intersection of North Street and Cheyenne road. Services to be provided include environmental assessment, public meeting, utility coordination, and production of construction plans. The Engineer will serve as an extension of City staff to provide assistance in the procurement and delivery of the project designated as "North Street widening" with Federal No. STBG-9901(833) hereinafter referred to as the PROJECT.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Task 1.0 Project Management

1. Engineer will provide project management for engineering tasks, including development of a detailed milestone schedule all phases of the PROJECT including meeting dates, deliverable dates and procurement milestones for inclusion in RFQ/RFP documents with post-proposal and construction administration management
2. Engineer will provide monthly project updates describing completed and upcoming tasks, including distribution of a regular look ahead calendar of tasks.
3. Engineer will prepare monthly reporting on budget, status, pending changes, and schedule.
4. Engineer will prepare invoices using the MoDOT Engineer Services Invoice template found in the MoDOT Engineering Policy Guide. Progress reports will include brief narrative descriptions describing activities during the preceding month with documentation needed for DBE and diversity workforce requirements. Invoices and progress reports will be submitted electronically, monthly.

Project Records & Administration

1. Engineer will provide internal systems and communication for the internal and external administration of the project working as a partner with the City of Nixa, and MoDOT.
2. Engineer will maintain a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the course of the project. The materials shall be assimilated

into an electronic Project Record at the completion of the project. The Project Record will include editable copies of raw material, such as AutoCAD and Word files for the project deliverables

3. The Engineer will provide a project closeout and provide electronic copies of the project records shall be forwarded to the City at the completion of the project.

Quality Management

1. Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.
2. Engineer will provide quality control in accordance with the internal project Quality Plan to ensure technical adequacy for each deliverable as part of this contract.

Project Scheduling

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

Project Coordination

1. The Engineer's Project Manager or designee will coordinate work activities with the City's Project Manager and others.
2. The Engineer's Project Manager or designee will coordinate daily work activities of the subcontractors and provide oversight and overall project management.
3. The Engineer's Project Manager or designee will participate in a weekly teleconference or video conference to keep the City's Project Manager abreast of the progress. The meeting should last 30 minutes to an hour on average. The frequency of the meeting will be expected for the first four (12) months of this PROJECT. Meeting frequencies may be adjusted at any time as the City's Project Manager deems necessary.

Task 2.0 Public Involvement

- A. Engineer shall conduct a public input meeting with assistance from the city of Nixa. The public input meeting shall illustrate the planned improvements for the roadway and gather feedback for those planned improvements. The meeting shall be held at a time and location that is convenient for the public to meet.

Task 3.0 Conceptual Phase

- A. Engineer shall:
 1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
 3. Study and evaluate three potential solution(s) to meet Owner's Project requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
 5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
 6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
 7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
 8. Prepare a conceptual plan which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 10. Perform or provide the following other Study and Report Phase tasks or deliverables:
Traffic Study evaluating the needed traffic control at Cheyenne and North Street
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

Task 4.0 Topographical Survey

1. Consultant shall perform a detailed topographical survey within the limits shown on Exhibit B and shall include physical improvements such as:

- i. Edge and centerline of pavement
 - ii. Curb
 - iii. Sidewalk
 - iv. Retaining wall
 - v. Sanitary sewer and Storm sewer
 - 1. Structure (location and rim elevation)
 - 2. Inverts (in and out)
 - 3. Pipe type and size
 - vi. Box culvert
 - vii. Concrete channel
 - viii. Fence
 - ix. Buildings (including lowest opening and finish floor elevations; lowest ground elevation adjacent to the structure)
 - x. Utilities above ground including but not limited to overhead electric, water meters, fire hydrants, pull boxes, and other utility appurtenances
 - xi. Underground utilities marked after notification to Missouri One-Call
 - xii. Monuments, signs, mailboxes, and any other features potentially affected by the project
 - xiii. Cross-sections that will be critical during design
2. Consultant shall survey the location of trees and record the type, size. Consultant shall survey the location of other landscape areas that may be impacted by the project.
 3. Consultant shall survey top of bank, toe of bank, flowline, ground shots and other areas necessary to accurately depict contours at a 1 foot vertical interval.
 4. Consultant shall reference benchmark and reference and establish a minimum of two control points and two temporary benchmarks on site that are in areas that will not be disturbed by construction and show locations and provide a description on the plans.
 5. Surveys shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83 – Central Zone – US Survey Foot.

Right of Way and Property Determinations

1. Consultant will locate property corners in the area and research plats, deeds, easements, and any other documents required to establish right of way, property lines, and easements within the limits of the project.
2. In situations where existing City right of way is being determined, consultant shall coordinate with the City during the research phase of the survey for information regarding previous right of way determinations.
3. Engineer will provide easements and right of way descriptions for 12 parcels.

Task 5.0 *Utility Coordination*

- A. Engineer shall conduct utility coordination meetings and subsequent follow up with utility providers along the corridor service provided shall include the following
1. Engineer will coordinate with the Local Agency on necessary utility relocation requirements.
 2. Develop list of utility contacts in project area
 3. Conduct records research for existing utilities within the project limits
 4. Coordinate for underground locates
 5. Submit existing utilities plans for utility review
 6. Notice to Utilities and Initial kick-off meeting to determine utility possibilities and possible cost ranges
 7. Utility Meetings for relocations/conflict identification
 8. Determine utilities that are not desired within the corridor
 9. Develop utility corridors where possible
 10. Determine utility easement needs
 11. Determine new service utility costs: lighting, signals, fountains, irrigation, signing.
 12. Work with Utilities to determine conceptual utility relocation costs
 13. Coordination of identified potential conflicts and determination of possible resolutions
 14. Conceptual utility plans of adjustment
 15. Draft utility agreements including requirements per City for maintenance of utilities
 16. Coordinate for pothole investigation

Task 6.0 *Environmental Coordination*

- A. This scope of services represents tasks to be performed in completion of the Environmental Assessment (EA), hereinafter called the Study, for the North Street widening Project from Taylor Way and North Street to a point 500 feet east of Cheyenne Road, Limits will also include Cheyenne Road 500 feet north and south of North Street.

The order in which the tasks are completed may or may not correspond to the sequence of the task numbers in the scope of services. In fact, many tasks listed within the scope of services will be prepared concurrently by the Engineer in order to expedite the preparation of the Study. Items of work, which may be listed in more than one task in the scope of services, are listed solely for the purpose of clarification. It should not be assumed that this is an indication that the items of work must be performed multiple times. However, the results from any item of work may be incorporated into multiple tasks within the scope of services.

- ii. Water Resources (Surface Waters, Streams and Wetlands) The Engineer will collect and review applicable National Wetland Inventory Maps and USGS map(s) for the project area. In addition, the Engineer will perform a field review to verify the presence and approximate size of vegetated wetlands and other aquatic sites in the Project Corridor, including surface waters, streams, and any other jurisdictional or non-jurisdictional Water of the United States.

No wetlands are anticipated to be present in the project area. If wetlands or streams are identified, a supplement agreement will be required to delineate their boundaries according to the procedures in the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and appropriate regional supplement and in accordance with the definitions of Waters of the US in the Navigable Waters Rule. Qualitative analysis of any regulated surface water features will be conducted to facilitate permitting.

The Engineer will document the analysis and results in the EA. An Only Practicable Alternative Finding regarding wetland impacts in accordance with Executive Order 11990 will be prepared and included within the environmental document. This Scope of Services does not include obtaining any potential CWA Section 404/401 dredge or fill permits for the proposed project, nor a Pre-Application Conference with the USACE.

- iii. Wildlife & Habitat

The Engineer will review the Missouri Department of Conservation's (MDC) database for the project area related to wildlife and woodland habitat. The Engineer will also conduct any necessary wildlife and habitat field reviews in the Study Corridor, including grasslands and woodland habitat.

The Engineer will utilize the data to identify potential impacts to wildlife and habitat. The Engineer will document all findings, coordination, and results related to potential impacts to wildlife and habitat in the EA.

- iv. Threatened and Endangered Species

The Engineer will complete the following activities to address impacts to Threatened and Endangered (T&E) species:

- Review the U.S. Fish and Wildlife Service (FWS) IPaC database for listed plant and animal species with a known or historical range in the county.
- For those listed species, identify and describe the typical habitat for each species.
- Perform a field assessment for the presence of suitable habitats for listed species. This includes the evaluation of individual suitable potential roost trees for the Indiana or northern long-eared bat. Suitable roost trees will be documented in accordance with MoDOT's procedures.

- Prepare a written assessment of project impacts on each species listed in the IPaC.
- Prepare a written assessment of project impacts on MDC listed species (endangered or species of conservation concern).
- If no effects are anticipated for a particular species (state and federal), the reasons will be documented.
- Provide a technical memo to MoDOT for their coordination with USFWS as necessary or for their concurrence with the effects determinations.

No presence/absence surveys are anticipated to be necessary.

The Engineer will document all findings, coordination, and results related to potential impacts to threatened and endangered species in the EA.

v. Secondary Impacts

The Engineer will conduct secondary impacts analyses. Evaluation of secondary impacts will include consideration of encroachment-alteration effects, access-alteration effects (induced growth), and effects to the environment related to access-alteration effects. The evaluation will be based upon information regarding environmental features, land use, and demographics, developed in the scoping and data collection tasks; travel demand forecasts and traffic studies social and economic studies; and the community involvement program. Close coordination with the community involvement program will be conducted to ensure consideration of community needs and viewpoints. The secondary effects evaluation will be conducted in accordance with established guidance including the FHWA Position Paper on Secondary and Cumulative Impact Assessment (1992), and NCHRP Report 403, Guidance for Estimating the Indirect Effects of Proposed Transportation Projects, (Transportation Research Board, 1998).

Project specific considerations will include access-alteration effects and the role of access management in limiting secondary impacts.

Results of secondary impacts analysis, including regional access-alteration effects, will be summarized in a standalone technical memorandum in addition to being incorporated into the EA

vi. Noise Impacts

Based on the MoDOT Request for Environmental Review (RER) it is assumed that this is a Type III project and a noise analysis is not required.

vii. Air Quality Assessment

Air quality impacts will be addressed in the EA on a qualitative basis since the project is located in an air quality attainment area.

viii. Water Quality

The Engineer will review the EPA's Watershed database, as well as the Missouri Department of Natural Resource's 303(d) List for Missouri Streams and Lakes, regarding water quality within the geographic region for the Project Corridor. EPA's 303(d) program also assists with developing Total Maximum Daily Loads (TMDLs) plans, which establish the maximum amount of a pollutant allowed in a water body. These will also be identified. The information will be summarized in narrative form to characterize the general background conditions of the Project Corridor.

The Engineer will identify significant water resources such as high-quality streams, watersheds, impaired waters, and wellhead areas that may require special protection measures during or after construction. This information will be used in combination with other environmental and engineering constraints to select the NEPA alternatives. The Engineer will document this information and assess potential impacts or threats to water quality in the EA.

ix. Floodplains

The Engineer will review applicable Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) for the project area. For each of the Reasonable Alternatives with potential floodplain encroachments, the Engineer will assess and evaluate the risk or significance of the environmental impacts including:

- The risks associated with the implementation of the action;
- The impacts on natural and beneficial floodplain values;
- The support of probable incompatible floodplain development;
- The measures to minimize floodplain impacts associated with the alternative;
- The measures to restore and preserve the natural and beneficial floodplain values impacted by the alternative; and
- Identify any FEMA buyout properties in project area.

For each Reasonable Alternative encroaching on a designated or proposed regulatory floodway, based on the level of encroachment, the Engineer shall document the consistency with the National Flood Insurance Program (NFIP) standards and coordinate with FEMA, State Emergency Management Agency (SEMA) and local agencies.

For encroachments identified by FHWA to be significant, the EA shall include a finding that the proposed encroachment of the Preferred Alternative is the only practicable alternative in accordance with Executive Order 11988.

x. Farmland

According to the MoDOT RER the project is located in a designated urbanized area as indicated on the U.S. Census Bureau Urbanized Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

xi. Hazardous Waste Assessment

The Engineer will review and use appropriate EPA and Missouri Department of Natural Resources (DNR) lists of major known hazardous waste, hazardous material, or solid waste disposal locations within the project area as needed.

A limited amount of non-intrusive fieldwork (windshield surveys) may be required to determine the exact location and obvious limits of contamination to be shown on the constraints map. After the Reasonable Alternatives have been selected, the Engineer shall identify all sites that impact these alternatives.

The Engineer shall then prepare a summary comparing the relative ease (e.g., low, medium or high) of avoiding the hazardous waste sites within each of the alternative corridors and the relative clean-up effort (e.g., low, medium or high) for each site.

xii. Cultural Resources - Archival Review

The Engineer will conduct a cultural resource study of the proposed North Street widening improvements. This study will be conducted in accordance to the Missouri Department of Transportation (MoDOT); Missouri Department of Natural Resources State Historic Preservation Office (SHPO), the City of Nixa, various tribes, and other state, and federal regulations guiding this research. An area of study will be determined with a consultation with MoDOT. A detailed archival review will be conducted on the Conceptual Alternatives study area and will include:

- Review of the local environmental setting. The topography, geology, and underlying soils will be reviewed. This could indicate the potential for Pre contact sites or early historical sites.
- Document the Precontact cultural sequence. This will be prepared from books that summarize Missouri Precontact cultures and from recent cultural resource management studies.
- Review and summarize previous cultural resource studies. Previously documented cultural resource studies will be verified by contacting SHPO in Jefferson City.
- Review and summarize archaeological sites identified. SHPO site files will be consulted to be certain that all archaeological sites within the study area have been identified. The present condition

of previously recorded sites will be determined by visiting the sites before completion of the draft document.

- Review and summarize the existing architectural records. This includes all properties listed on the National Register of Historic Places (NRHP), properties determined eligible by SHPO, or designated as local landmarks.
- Review and summarize all bridges or culverts. Bridges or culverts listed or determined as being eligible by SHPO will be reviewed. Fraser's 1996 draft Missouri Historic Bridge Inventory and the 2003 Missouri Historic Bridge List will be consulted to provide this information, along with other information supplied by the MoDOT, Historic Preservation Section.
- Review and summarize all burial grounds and cemeteries that once existed or still exist within the study area. This information will be obtained during the historical archival review.
- Conduct a thorough and specific historic archival search. This review will identify historical themes that have been identified or new themes suggested by the archival review for this area. Resources at the Missouri Historical Society and local archives will be used as needed.

Task 7.0 Preliminary Design Phase - (30 percent plans)

At conclusion of the concept design phase, and with clear direction from the City, Consultant shall prepare Preliminary Plans

- a. The preliminary plans shall include the following sheets:
 - i. Cover
 - ii. Striping and Signing Plan
 - iii. Right of Way Plan
 - iv. Typical Section Sheet
 - v. Concept Traffic Control
 - vi. Plan and Profile
 - vii. Storm Plans
 - viii. Intersection Detail Sheet
 - ix. Cross-sections at critical locations
- b. Comments from the City and other agencies regarding the concept design shall be incorporated into the preliminary plans.
- c. One set of full size paper plans will be provided to the City for review and comment as well as one electronic set in pdf format. Plans shall be approximately thirty (30) percent complete.
- d. The Consultant shall identify any potential utility impacts. The Owner will send electronic copy of plans to impacted utilities and other City departments for their review. Potential utility relocation

location will be shown on plans. The approximate locations will be provided by the Utility providers.

- e. Each parcel, for which an easement or right of way is required, shall be identified on the Right of Way plan sheet by a number surrounded by a circle. This parcel number will be unique to that parcel and shall be referenced in all easement and right of way documents.
- f. Consultant shall prepare an opinion of probable construction costs. City will provide consultant with bid tabulations from recent construction projects. Engineer shall use this information along with their own experience for determining unit costs.
- g. The Consultant will attend one meeting with the City to review preliminary plans and discuss comments. Following meeting Consultant shall accompany City staff to project site to review design in the field.

Task 8.0 Right of Way Plan Phase – 60 percent plans

- A. After acceptance by Owner of the Preliminary Design Phase documents, opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

- 1. Prepare Right of Way Drawings.
- 2. Visit the Site as needed to assist in preparing the Right of Way Drawings and Specifications.
- 3. The preliminary plans shall include the following sheets:

- Cover
- Striping and Signing Plan
- Right of Way Plan
- Typical Section Sheet
- Concept Traffic Control
- Plan and Profile
- Storm Plan
- Intersection Detail Sheet
- Cross-sections at critical locations

Comments from the City and other agencies regarding the concept design shall be incorporated into the preliminary plans.

- h. One set of full size paper plans will be provided to the City for review and comment as well as one electronic set in pdf format. Plans shall be approximately sixty (60) percent complete.
- i. The Consultant shall identify any potential utility impacts. The Owner will send electronic copy of plans to impacted utilities and other City departments for their

review. Potential utility relocation location will be shown on plans. The approximate locations will be provided by the Utility providers.

- j. Each parcel, for which an easement or right of way is required, shall be identified on the Right of Way plan sheet by a number surrounded by a circle. This parcel number will be unique to that parcel and shall be referenced in all easement and right of way documents.
 - k. Consultant shall prepare an opinion of probable construction costs. City will provide consultant with bid tabulations from recent construction projects. Engineer shall use this information along with their own experience for determining unit costs.
 - l. The Consultant will attend one meeting with the City to review right of way plans and discuss comments. Following meeting Consultant shall accompany City staff to project site to review design in the field.
 - m. Consultant will provide easements and right of way documents for acquisition as the conclusion of right of way plans
- B. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the Right of Way Plan Phase documents, revised opinion of probable Construction Cost, and any other Right of Way Plan Phase deliverables.

Task 9.0 Permits

- A. Engineer shall prepare a SWPPP and land disturbance permit for the project. All agency fees shall be reimbursed by the City of Nixa.

Task 10.0 Final Design Phase – 100 percent plans

- A. After acceptance by Owner of the Right of Way Plan Phase documents, revised opinion of probable Construction Cost as determined in the Right of Way Plan Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

The final plans shall include the following sheets:

- i. Cover
- ii. Striping and Signing Plan
- iii. Existing Features Plan
- iv. Right of Way Plan
- v. Demolition Plan
- vi. Signal Improvement Plan
- vii. Erosion Control Plan
- viii. Traffic Control Plan (with phasing)
- ix. Tree Preservation Plan
- x. Storm Plan and Profiles
- xi. Intersection Detail Sheets
- xii. Plan and Profile
- xiii. Cross Sections – min. 25 foot spacing
- xiv. Details

- a. Comments from the City and other agencies regarding the right of way plans shall be incorporated into the final plans.
 - b. One set of full size paper plans will be provided to the City for review and comment as well as one electronic set in pdf format. Plans shall be final for review.
 - c. The Project Manager for the City will send electronic copy of plans to impacted utilities and other City departments for their review.
 - d. A consultant provided QA/QC checklist shall be included verifying the plans, calculations, opinion of probable construction costs, quantity takeoff drawings, and other submittals have been reviewed by the project principal, project manager, or other professional.
 - e. Consultant shall prepare an opinion of probable construction costs.
 - f. The Consultant will meet with City staff to review the plans and obtain comments.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

Task 11.0 *Bidding Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
- 1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.
 - 4. If Federal funding is involved, set up prequalification's for contractor.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Furnishing services of Consultants for other than Basic Services.
7. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A.
10. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
11. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
12. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
14. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
15. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
16. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A3.01 *Exclusions and Assumptions*

A. Exclusions:

1. Waterline design is not included in this Contract
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by others and are not included in this Contract.
3. Landscape and irrigation design services are not included in the Contract.
4. Environmental services other than those explicitly defined in the scope and beyond the normal services to fulfill the requirements of a Categorical Exclusion are not included in the Contract. This includes, but is not limited to, the exclusion of a traffic noise study.
5. Stormwater detention and water quality design services are not included in the Contract.
6. Temporary traffic signal design.
7. CLOMR or LOMRs are not included in the Contract.
8. Printing contract documents and plans during bidding.
9. Construction administration services other than those explicitly defined in the scope are not included in the Contract.
10. As-built drawing preparation is not included in the Contract.

A. Assumptions:

1. A total of three (3) concepts will be investigated as part of this scope.
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by the city.
3. Plans and contractual documents assume 1 bid package and construction duration of 1 year. If project is constructed in multiple phases requiring a longer duration, a supplement will be required.
4. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
5. Title work will be provided by the City of Nixa
6. Revisions to any stage of plans shall be considered additional services after approval by owner.

Attachment B
Total Project Fee
North Street Widening

Task No.	Task Description		Fee Estimate
1	Project Management		\$ 30,576.51
2	Public Involvement		\$ 13,512.86
3	Conceptual Phase		\$ 47,589.69
4	Survey		\$ 60,824.80
6	Utility Coordination		\$ 9,802.33
7	Environmental/Historical Review		\$ 18,301.10
8	Preliminary Design Phase (30 percent plans)		\$ 145,520.05
9	Right of Way Plan Phase (60 percent plans)		\$ 60,137.96
10	Permits		\$ 2,222.69
11	Final Design Phase (100 percent plans)		\$ 130,433.17
12	Bidding Phase		\$ 3,532.56
	Expenses		\$ 15,488.75
		Total Project Cost	\$ 537,942.48

MAN-HOUR ESTIMATE - NORTH STREET WIDENING PROJECT																													
Task No.	Description of Work Items / Tasks	CJW Transportation Consultants								Bartlett & West							Shaffer & Hines							Total Manhours	Total Labor Fee	Total CJW Fee	Total B&W Fee	Total S&H Fee	
		Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	2 Person Survey Crew	Surveyor	Technican	Project Manager	Engineering Technician	Lead Engineer	Project Engineer	Surveyor	2 Person Survey Crew	Administrative Assistant	Principal	Engineering Tech	Survey Department Mangr.	Surveyor, PLS	Surv Tech	Assistant Survey Tech	Administrative Assistant						
		\$ 60.25	\$ 46.03	\$ 34.32	\$ 31.29	\$ 26.62	\$ 43.00	\$ 28.00	\$ 26.70	\$ 65.00	\$ 30.00	\$ 45.00	\$ 35.00	\$ 45.00	\$ 35.00	\$ 25.00	\$ 41.95	\$ 30.10	\$ 41.95	\$ 32.03	\$ 22.00	\$ 14.00							
1	Project Management																												
	Project Management		48							16		8				16									88	\$ 4,009.44	\$ 2,209.44	\$ 1,800.00	\$ -
	Coordination with Others		40	20		20				24		8	4											116	\$ 5,120.00	\$ 3,060.00	\$ 2,060.00	\$ -	
	Design Memorandum		8	16						2		2	4											32	\$ 1,277.36	\$ 917.36	\$ 360.00	\$ -	
2	Public Involvement																												
	Public Meetings/ Meetings with Coordinating Agencies		40	20		16				16														92	\$ 3,993.52	\$ 2,953.52	\$ 1,040.00	\$ -	
	Attend Meetings w/Commission and Provide Exhibits		8	8		4																		20	\$ 749.28	\$ 749.28	\$ -	\$ -	
3	Conceptual Phase																												
	Prepare Alternatives		8	40	20	100				20	32	8	100											328	\$ 11,148.84	\$ 5,028.84	\$ 6,120.00	\$ -	
	Prepare Report		4	20	8	16				2		2	8											60	\$ 2,046.76	\$ 1,546.76	\$ 500.00	\$ -	
	Prepare Traffic Analysis Report		8	40	40																			88	\$ 2,992.64	\$ 2,992.64	\$ -	\$ -	
4	Survey																												
	Topographical Survey		2	8			140	20																170	\$ 6,946.62	\$ 6,946.62	\$ -	\$ -	
	Base Map Preparation		2	8				20	80										24	24				158	\$ 4,838.14	\$ 3,062.62	\$ -	\$ 1,775.52	
	Horizontal Control																		24		20	8		52	\$ 1,558.80	\$ -	\$ -	\$ 1,558.80	
	Vertical Control																		24		21	8		53	\$ 1,580.80	\$ -	\$ -	\$ 1,580.80	
	Locate Section Corners																		20		20			40	\$ 1,279.00	\$ -	\$ -	\$ 1,279.00	
	Bench Level Run																		20		20			40	\$ 1,279.00	\$ -	\$ -	\$ 1,279.00	
	Utility Locates																		32	32				64	\$ 2,367.36	\$ -	\$ -	\$ 2,367.36	
	Right of Way Descriptions and Easements																							0	\$ -	\$ -	\$ -	\$ -	
5	Utility Coordination																												
	Utility Location / Verification			16		8																		24	\$ 762.08	\$ 762.08	\$ -	\$ -	
	Utility Plan Submittal			16		8																		24	\$ 762.08	\$ 762.08	\$ -	\$ -	
	Utility Review Meetings / Coordination		16	32		8																		56	\$ 2,047.68	\$ 2,047.68	\$ -	\$ -	
6	Environmental/Historical Review																												
	NEPA Environmental Review		40	12																				52	\$ 2,253.04	\$ 2,253.04	\$ -	\$ -	
	Hazardous Material Review		4																					4	\$ 184.12	\$ 184.12	\$ -	\$ -	
	Wetlands and Habitat Investigation		4																					4	\$ 184.12	\$ 184.12	\$ -	\$ -	
	Wetland Permitting		4																					4	\$ 184.12	\$ 184.12	\$ -	\$ -	
	Historical / Archeological Investigation		16																					16	\$ 736.48	\$ 736.48	\$ -	\$ -	
	Impacts to Misc. Environmental Resources		8																					8	\$ 368.24	\$ 368.24	\$ -	\$ -	
	Prepare Draft Environmental Review		32	16																				48	\$ 2,022.08	\$ 2,022.08	\$ -	\$ -	
	Endangered Species Review		8																					8	\$ 368.24	\$ 368.24	\$ -	\$ -	
	Public Land Impacts (4F or 6F)		8																					8	\$ 368.24	\$ 368.24	\$ -	\$ -	

MAN-HOUR ESTIMATE - NORTH STREET WIDENING PROJECT																												
Task No.	Description of Work Items / Tasks	CJW Transportation Consultants								Bartlett & West							Shaffer & Hines							Total Manhours	Total Labor Fee	Total CJW Fee	Total B&W Fee	Total S&H Fee
		Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	2 Person Survey Crew	Surveyor	Technican	Project Manager	Engineering Technician	Lead Engineer	Project Engineer	Surveyor	2 Person Survey Crew	Administrative Assistant	Principal	Engineering Tech	Survey Department Mangr.	Surveyor, PLS	Surv Tech	Assistant Survey Tech	Administrative Assistant					
7	Preliminary Design Phase (30 percent plans)																											
	Review Preliminary Design		16	16					16	8	8	16												80	\$ 3,485.60	\$ 1,285.60	\$ 2,200.00	\$ -
	Identify any Variances to Design Criteria		4	4					1		1	4											14	\$ 571.40	\$ 321.40	\$ 250.00	\$ -	
	Preliminary Estimates and Construction Costs		4	16		16			1	16	2	16											71	\$ 2,354.16	\$ 1,159.16	\$ 1,195.00	\$ -	
	Hydrologic studies and Drainage Plans		8	60	20	40			2	32	8	60											230	\$ 7,668.04	\$ 4,118.04	\$ 3,550.00	\$ -	
	Conceptual Traffic Control Plan		2													20	30						52	\$ 1,834.06	\$ 92.06	\$ -	\$ 1,742.00	
	Preliminary Design		40	100		100			3	40	12	120											415	\$ 14,070.20	\$ 7,935.20	\$ 6,135.00	\$ -	
	Title Sheet		2	16																			18	\$ 641.18	\$ 641.18	\$ -	\$ -	
	Typical Sheet			2		40				8	1	2											53	\$ 1,488.44	\$ 1,133.44	\$ 355.00	\$ -	
	Plan Sheets			4		32			1	16	1	4											58	\$ 1,719.12	\$ 989.12	\$ 730.00	\$ -	
	Profile Sheets			4		32			1	16	1	4											58	\$ 1,719.12	\$ 989.12	\$ 730.00	\$ -	
	Special Sheets			4		8				16	1	4											33	\$ 1,015.24	\$ 350.24	\$ 665.00	\$ -	
	Traffic Control and Staging Concept		2													20	10						32	\$ 1,232.06	\$ 92.06	\$ -	\$ 1,140.00	
	Preliminary Culvert Sections		4	8		4			1	32	1	8											58	\$ 1,915.16	\$ 565.16	\$ 1,350.00	\$ -	
	Preliminary Cross Sections at 25 foot intervals		8	40		40			1	8	1	40											138	\$ 4,555.84	\$ 2,805.84	\$ 1,750.00	\$ -	
	Tentative Easements and Right of Way Limits		2	4		36			1	16	1	4											64	\$ 1,917.66	\$ 1,187.66	\$ 730.00	\$ -	
	QA/QC		16	6		8			12		8	6											56	\$ 2,505.36	\$ 1,155.36	\$ 1,350.00	\$ -	
8	Right of Way Plan Phase (60 percent plans)																											
	R.O.W Design		16	32		40			1	16	2	32											139	\$ 4,654.52	\$ 2,899.52	\$ 1,755.00	\$ -	
	Title Sheet		2	8		2																	12	\$ 419.86	\$ 419.86	\$ -	\$ -	
	Typical Sheet					8				1	1	0											10	\$ 287.96	\$ 212.96	\$ 75.00	\$ -	
	Plan/Profile Sheets			8		16				12	1	8											45	\$ 1,385.48	\$ 700.48	\$ 685.00	\$ -	
	Special Sheets		4	2		8				4	1	1											20	\$ 665.72	\$ 465.72	\$ 200.00	\$ -	
	Cross Sections			2		16				8	1	1											28	\$ 814.56	\$ 494.56	\$ 320.00	\$ -	
	R.O.W. and Easement Plan Sheets		4	16		32			1	24	1	16											94	\$ 2,975.08	\$ 1,585.08	\$ 1,390.00	\$ -	
	Construction Limits			2		2				4	1	2											11	\$ 356.88	\$ 121.88	\$ 235.00	\$ -	
	Design Field Check and R.O.W Revisions			16		16			10	16	1	16											75	\$ 2,710.04	\$ 975.04	\$ 1,735.00	\$ -	
	R.O.W Revisions due to Owner Negotiations		2	8		32			4	40	1	8											95	\$ 3,003.46	\$ 1,218.46	\$ 1,785.00	\$ -	
	Construction Cost Estimate		2	8					1	8	1	8											28	\$ 996.62	\$ 366.62	\$ 630.00	\$ -	
	QA/QC		16	16		8			8	0	0	0											48	\$ 2,018.56	\$ 1,498.56	\$ 520.00	\$ -	
9	Permits																											
	SWPPP		2		16																		18	\$ 592.70	\$ 592.70	\$ -	\$ -	
	Land Disturbance Permit		2		4																		6	\$ 217.22	\$ 217.22	\$ -	\$ -	

MAN-HOUR ESTIMATE - NORTH STREET WIDENING PROJECT																											
Task No.	Description of Work Items / Tasks	CJW Transportation Consultants							Bartlett & West							Shaffer & Hines							Total Manhours	Total Labor Fee	Total CJW Fee	Total B&W Fee	Total S&H Fee
		Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	2 Person Survey Crew	Surveyor	Technician	Project Manager	Engineering Technician	Lead Engineer	Project Engineer	Surveyor	2 Person Survey Crew	Administrative Assistant	Principal	Engineering Tech	Survey Department Mangr.	Surveyor, PLS	Surv Tech	Assistant Survey Tech					
10	Final Design Phase (100 percent plans)																										
	Cover Sheet		2	8																							
	Summary of Quantities Sheet		2	8					1	24	0	8					24										
	Typical Section Sheets			2						4	1	2															
	General Notes Sheet		4	16																							
	Detail Sheets			4					2	8	0	4															
	Horizontal/Vertical Control Sheets			4																							
	Construction Phasing		2	2		8			2	16	0	2															
	Traffic Control Sheets																30	40									
	Geometric Sheets			2		16			1	8	0	2															
	Joints and Grades Sheets		4	16		40			0	4	1	16															
	Roadway Plan and Profile Sheets			2		40			0	24	1	2															
	Removal Sheets			4		36			1	12	1	4															
	Retaining Wall Plan and Profile Sheets			8		8			1	40	1	16															
	Retaining Wall Details			8		24			0	16	8	24															
	Storm Drainage Plan and Profile Sheets			16		24			0	24	1	2															
	Culvert/Channel Cross-Section Sheets			8		24			1	24	1	4															
	Sediment and Erosion Control Sheets			8		24			0	8	1	4															
	Pavement Marking & Signing Sheets			12		24			1	0	1	12															
	Lighting Plan Sheets		20	40		24			1	40	32	20															
	Right-of-Way Sheets		2	4		16			0	4	1	0															
	Roadway Cross-Section Sheets		2	4		60			1	12	0	4															
	Cost Estimates		8	16		8			1	12	2	16															
	Special Provisions		8	32					1	0	4	16															
	QA/QC		8	6		8			16	0	8	6															
11	Bidding Phase																										
	Prepare Bid Package for issuance to public		32	16																							
	Advertise for and obtain bids for the proposed work		8																								
	Attend Pre-Bid Meeting		4																								
	Answer Design Questions		4	8																							
	Prepare Addenda		4																								
	Attend Bid Opening		2																								
	Total Manhours	0	582	928	108	1100	140	40	80	175	653	149	660	0	0	16	94	80	144	56	81	16	0	5102			
	Total Labor	\$ -	\$ 26,789.46	\$ 31,848.96	\$ 3,379.32	\$ 29,282.00	\$ 6,020.00	\$ 1,120.00	\$ 2,136.00	\$ 11,375.00	\$ 19,590.00	\$ 6,705.00	\$ 23,100.00	\$ -	\$ -	\$ 400.00	\$ 3,943.30	\$ 2,408.00	\$ 6,040.80	\$ 1,793.68	\$ 1,782.00	\$ 224.00	\$ -	\$ 177,937.52	\$ 98,553.66		
	Total Labor and Expenses																							\$ 193,426.27	\$ 61,170.00		

CJW FEE SUMMARY

B & W FEE SUMMARY

S & H FEE SUMMARY

Task	Labor Costs	Payroll Overhead	General & Admin. Overhead	Fixed Fee	Total Cost	Labor Costs	Payroll Overhead	General & Admin. Overhead	Fixed Fee	Total Cost	Labor Costs	Payroll Overhead	General & Admin. Overhead	Fixed Fee	Total Cost
		64.71%	80.32%	12.00%			42.97%	144.73%	12.00%				202.65%	12.00%	
1 Project Management	\$ 6,186.80	\$ 4,003.48	\$ 4,969.24	\$ 1,819.14	\$ 16,978.66	\$ 4,220.00	\$ 1,813.33	\$ 6,107.61	\$ 1,456.91	\$ 13,597.85	\$ -	\$ -	\$ -	\$ -	\$ -
2 Public Involvement	\$ 3,702.80	\$ 2,396.08	\$ 2,974.09	\$ 1,088.76	\$ 10,161.73	\$ 1,040.00	\$ 446.89	\$ 1,505.19	\$ 359.05	\$ 3,351.13	\$ -	\$ -	\$ -	\$ -	\$ -
3 Conceptual Phase	\$ 9,568.24	\$ 6,191.61	\$ 7,685.21	\$ 2,813.41	\$ 26,258.47	\$ 6,620.00	\$ 2,844.61	\$ 9,581.13	\$ 2,285.49	\$ 21,331.23	\$ -	\$ -	\$ -	\$ -	\$ -
4 Survey	\$ 10,009.24	\$ 6,476.98	\$ 8,039.42	\$ 2,943.08	\$ 27,468.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,840.48	\$ -	\$ 19,941.73	\$ 3,573.87	\$ 33,356.08
5 Utility Coordination	\$ 3,571.84	\$ 2,311.34	\$ 2,868.90	\$ 1,050.25	\$ 9,802.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 Environmental/Historical Review	\$ 6,668.68	\$ 4,315.30	\$ 5,356.28	\$ 1,960.83	\$ 18,301.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 Preliminary Design Phase (30 percent plans)	\$ 24,820.64	\$ 16,061.44	\$ 19,935.94	\$ 7,298.16	\$ 68,116.18	\$ 20,990.00	\$ 9,019.40	\$ 30,378.83	\$ 7,246.59	\$ 67,634.82	\$ 2,882.00	\$ -	\$ 5,840.37	\$ 1,046.68	\$ 9,769.06
8 Right of Way Plan Phase (60 percent plans)	\$ 10,958.74	\$ 7,091.40	\$ 8,802.06	\$ 3,222.26	\$ 30,074.46	\$ 9,330.00	\$ 4,009.10	\$ 13,503.31	\$ 3,221.09	\$ 30,063.50	\$ -	\$ -	\$ -	\$ -	\$ -
9 Permits	\$ 809.92	\$ 524.10	\$ 650.53	\$ 238.15	\$ 2,222.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Final Design Phase (100 percent plans)	\$ 20,969.54	\$ 13,569.39	\$ 16,842.73	\$ 6,165.80	\$ 57,547.46	\$ 18,970.00	\$ 8,151.41	\$ 27,455.28	\$ 6,549.20	\$ 61,125.89	\$ 3,469.30	\$ -	\$ 7,030.54	\$ 1,259.98	\$ 11,759.82
11 Bidding Phase	\$ 1,287.22	\$ 832.96	\$ 1,033.90	\$ 378.49	\$ 3,532.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 98,553.66	\$ 63,774.07	\$ 79,158.30	\$ 28,978.32	\$ 270,464.36	TOTAL	\$ 61,170.00	\$ 26,284.75	\$ 88,531.34	\$ 21,118.33	TOTAL	\$ 16,191.78	\$ -	\$ 32,812.64	\$ 5,880.53

TOTAL EXPENSES					
Expenses	Amount		\$ Ea.		Cost
Design					
Travel, mile (car)	625	MILES	\$ 0.56		\$ 350.00
Travel, mile (survey vehicle)	185	MILES	\$ 0.75		\$ 138.75
Environmental Documentation (lump sum)	0	L.S.	\$ -		\$ -
Aerial Mapping (DTM)	0	L.S.	\$ -		\$ -
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	\$ 1,500.00		\$ 1,500.00
Geotechnical Borings and Report	1	L.S.	\$ 13,500.00		\$ 13,500.00
			Sub Total		\$ 15,488.75
Survey Expenses					
Public Involvement Expenses					
			Total		\$ 15,488.75

Assumptions

1. Construction Phase Services are not included as part of the fee schedule.
2. Storm sewer shall be designed using StormCAD, Pipe Networks, or Hydraflow
3. All CAD files shall be created using AutoCAD
4. ROW services including property appraisals, negotiations, and acquisitions will be handled by the city.
5. Utility relocation plans will be completed by their respective utilities
6. City will provide Title work for properties located along the project