

RE: ENGINEERING AND CONSTRUCTION OF MAIN ST FROM TRACKER RD TO HWY CC. ORDINANCE #2022-091

Background:

Requested passage of Ordinance #2022-091 for Engineering services to be provided by Shaffer & Hines Engineering firm. These services would allow for Main St engineering and then later the construction from Tracker Rd to Highway CC.

Analysis:

In the past fifteen to twenty years Main St has had improvements made from North St to Aldersgate and then from Aldersgate to Tracker. Permission to move forward with this project would allow staff to enter into an agreement with Shaffer & Hines Engineering firm to develop plans for the construction Main St from Tracker Rd to Highway CC.

This project is included in the city's Transportation Improvement Program (TIP) through the Ozarks Transportation Organization and Federal Highway Administration therefor eligible for eighty percent reimbursement. The attached contract in the amount of \$195,257.21 is within budgeted amounts for 2022. Construction would then be possible in late 2023 or early 2024.

This endeavor would allow for the Engineering of a three-lane street, curb and gutter, storm water improvements, sightline adjustments, and pedestrian facilities. All things mentioned under Reliable Infrastructure, Action Plan #1 and Community Safety, Action Plan #6 in the 2021-2025 Strategic Plan.

Recommendation:

It is staff's recommendation to enter into agreement with Shaffer & Hines.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH SHAFFER & HINES, INC. FOR**
3 **ENGINEERING SERVICES RELATED TO IMPROVEMENTS TO MAIN STREET FROM**
4 **TRACKER ROAD TO HIGHWAY CC.**

5 _____
6
7 **WHEREAS** City staff have solicited proposals for engineering services related to
8 improvements to Main Street from Tracker Road to Highway CC, said improvements
9 being identified as Project No. STBG-9901(831) and ST 2022-03; and

10
11 **WHEREAS** at the conclusion of the solicitation process, City staff determined that
12 Shaffer & Hines, Inc., submitted the most qualified proposal; and

13
14 **WHEREAS** City Council desires to authorize the execution of the Contract,
15 attached hereto as "Council Bill Exhibit A," for the purpose described therein; and

16
17 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**

19
20 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute
21 the Contract attached hereto, and incorporated herein by this reference, as "Council Bill
22 Exhibit A," with Shaffer & Hines, Inc. Said Contract shall be in substantially similar form
23 as the document attached hereto as "Council Bill Exhibit A."

24
25 **SECTION 2:** The City Administrator and the officers of the City are hereby
26 authorized to do all things necessary or convenient to carry out the terms and intent of
27 this Ordinance.

28
29 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final
30 passage by the City Council and after its approval by the Mayor, subject to the provisions
31 of section 3.11(g) of the City Charter.

32
33
34 **ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.**

35
36 ATTEST:

37
38 _____
39 PRESIDING OFFICER

38 _____
39 CITY CLERK

40
41
42 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.**

43
44 ATTEST:

COUNCIL BILL NO. 2022-091

ORDINANCE NO. _____

47 MAYOR

48

49

50 APPROVED AS TO FORM:

51

52

53 _____
CITY ATTORNEY

CITY CLERK

Exhibit A

ROUTE ORDER: Consultant signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT		() ADDENDUM NO. ____
CITY		CONSULTANT
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Travis Cossey Dept: Public Works Email: tcossey@nixa.com		Name: Shaffer & Hines, Inc. Address: PO Box 493 Nixa, MO 65714 Phone: 417.725.4663 Attn: Clayton M. Hines, P.E. Email: chines@shafferhines.com

CONTRACT FOR ENGINEERING SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS funds have been made available by the Federal Highway Administration through its Surface Transportation Block Grant program, coordinated through the Missouri Department of Transportation, the City intends to make widening, sidewalks, and other associated improvements to North Main Street in Nixa from north of Tracker Road to south of Route CC, and requires professional engineering services; and

WHEREAS the City, after conducting a Request for Qualifications solicitation process, referenced as Federal Aid No. STBG 9901 (831), desires to engage Consultant to perform certain services; and

WHEREAS the City desires to engage Consultant to perform such services under the terms and conditions of this Contract; and

WHEREAS Consultant desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Consultant as follows:

1. Services. The City agrees to engage the services of the Consultant and the Consultant agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Consultant's profession in performing similar services. The Services are described in Exhibit A which is attached hereto and incorporated herein by this reference. Consultant shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Consultant's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Disadvantaged Business Enterprises (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 8% of the total Agreement dollar value.

b. DBE Participation Obtained by Consultant. The Consultant has obtained DBE participation and agrees to use DBE firms to complete 88.77 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm	DBE Service	DBE Contract	Applied to DBE Goal	% of Contract applied to DBE Goal
Shaffer & Hines, Inc P.O. Box 493 Nixa, MO 65714	Principal Design Firm	\$171,367.51	\$171,367.51	88.77%

3. Addition to Services. The City may add to the Consultant's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Consultant shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Consultant.

4. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Consultant represents that Consultant shall secure at Consultant's own expense; all personnel required to perform the services called for under this Contract by Consultant. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. It is the intention of the Consultant to engage Sub-consultants for the purposes of:

Sub-Consultant Name	Address	Services
CJW Transportation Consultants	5051 S. National Ave. Springfield, MO 65810	Traffic Control Road Geometry Erosion Control Environmental/Historical Review Project Management

6. Term. The Consultant shall commence work within two weeks after receiving notice to proceed from the City. Plans, Specifications & Estimate (PS&E) Approval by MODOT shall be completed on August 30th of 2023. The general phases of work will be completed, and this Contract shall terminate on July 31st of 2024.

7. Renewals. The term of this Contract may be extended three times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Consultant and City; and
- c. City funds are appropriated for such purpose.

8. Standards. The Consultant shall be responsible for working with the City in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, City needs, and guidance provided in the most current version of EPG 136 LPA Policy. The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

9. Payment.

a. Conditioned on acceptable performance. Provided that Consultant performs the services in the manner set forth herein, the City shall pay the Consultant in accordance with the rate set forth in Exhibit B which shall constitute full and complete compensation for the Consultant's work provided. No partial payment to the Consultant shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Consultant and Contract by both the City and the Consultant that the Consultant has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that the City shall reimburse Consultant for actual costs incurred by Consultant in the performance of the Services, plus a predetermined fixed fee as indicated in Attachment Sheets A and B. In no event shall the total compensation or reimbursement to be paid to the Consultant under the terms of this Contract exceed the sum of **(\$195,257.21)**.

c. Definition of Actual Costs.

1. Actual Fees, as reflected in Attachment Sheets A and B paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount calculated at 140.09% of actual fees in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement, incentive pay, general administrative overhead, based on the Consultant's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
3. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
4. Project costs incurred by others on a subcontract basis, said costs to be passed through the Consultant on the basis of reasonable and actual cost as invoiced by the Sub-consultants.

d. Additives and Overhead. The rates shown for additives and overhead in Sections 9.c.2 and 9.c.3 above are the established Consultant's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

e. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

f. **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.

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

11. Termination.

a. **Termination for breach.** Failure of Consultant to fulfill Consultant's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give 15 days' written notice of termination to the Consultant. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Consultant all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. **Termination for Convenience.** Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Consultant shall be limited to services provided by the Consultant as of the effective date of said termination.

c. **Non-appropriation.** This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

d. **Documents, reports, and data to be provided to City.** In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant related to this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Consultant.

e. The Consultant shall remain liable to the City 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 Consultant. This liability shall survive and shall not be waived or stopped by final payment under this Agreement.

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

13. City's Right to Proceed. In the event this Contract is terminated, the City may take over the

work and prosecute the same to completion, by contract or otherwise, and Consultant and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

14. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Consultant under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

15. Conflict of Interest. Consultant certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

16. Assignment. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

17. Nondiscrimination. The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Consultant and Sub-consultant shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime Consultants and Sub-consultants to employ and advance in employment qualified protected veterans.

b. This Consultant and Sub-consultant shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Consultants and Sub-consultants to employ and advance in employment qualified individuals with disabilities.

18. Occupational License. The Consultant shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained.

19. Lobby Certification. 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.

20. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Consultant to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Consultant and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation** – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00
- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Consultants, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Consultant agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Consultant, its employees, officers or agents. Consultant agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Consultant's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Consultant's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Consultant carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Subcontracts. In case any or all of the performance of this Contract is sublet, the Consultant shall require the Sub-consultant to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant shall require any and all Sub-consultants with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Consultant and/or Sub-consultant shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

21. Consultant's responsibility for Sub-consultants. The Consultant shall be fully responsible to the City for the acts and omissions of its Sub-consultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all Sub-consultants to Consultant by all the terms herein set forth, and insofar as applicable to the work of Sub-consultants and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Sub-consultant and the City.

22. General Independent Consultant Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant shall be an independent Consultant and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Consultant shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City shall not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

23. Liability and Indemnity.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Consultant under this contract.

b. The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Consultant hereby assuming full responsibility for relations with Sub-consultants), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Consultant's obligation under this

Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Consultant under this Contract.

g. The Consultant shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

24. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a.** This Contract
- b.** Shaffer & Hines, Inc. – (Attachment Sheet A) – (Exhibit A)
- c.** CJW Transportation Consultants – (Attachment Sheet B) – (Exhibit B)
- d.** Scope of Services - (Attachment C) - (Exhibit C)
- e.** Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - (Exhibit D)
- f.** Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions – (Exhibit E)
- g.** DBE Contract Provisions – (Exhibit F)
- h.** Fig. 136.4.15 Conflict of Interest Disclosure Form – (Exhibit G)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, then Exhibit C, then Exhibit D, then Exhibit E, then Exhibit F, and then Exhibit G.

25. Nonresident/Foreign Consultants. The Consultant shall procure and maintain during the life of this Contract:

- a.** If the Consultant is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

26. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Consultant at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

27. Right to Audit. Consultant agrees to furnish sufficient supporting details as may be required by

the City to support any charges or invoices submitted to the City for payment under this Contract. Consultant shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Consultant shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Consultant's records pertaining to the Services for a period of three (3) years after final payment.

28. Compliance with Laws. Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by Consultant is current.

29. City Benefits. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

31. Removed as per 29 CFR 541.301(c)

32. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Consultants with ten or more employees, Consultant shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

IN TESTIMONY WHEREOF, the Consultant 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: _____

ATTEST

By: _____

CONSULTANT

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

EXHIBIT A

SHAFFER & HINES, INC.

ATTACHMENT SHEET A

SHAFFER & HINES, INC.

PROFESSIONAL ENGINEERS & LAND SURVEYORS

P.O. Box 493, Nixa, Missouri 65714

Phone (417) 725-4663

Fax (417) 725-5230

"Equal Opportunity Employer"

July 5, 2022

Mr. Jeff Roussell
City of Nixa
P.O. Box 395
Nixa, MO 65714

RE: North Main Street Improvements (Hwy CC to Tracker Rd.), Nixa, Missouri

Dear Mr. Roussell,

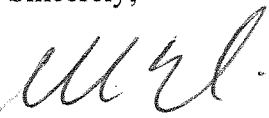
We very much appreciate your selection of our firm to provide the Civil Engineering and Land Surveying services for this project. As you know from our proposal, we will be teaming with CJW Transportation Consultants, LLC. Both of our firms are excited to work with you on this project!

Our proposed fee schedules are attached for your review.

Shaffer & Hines, Inc. – Attachment A	\$171,367.51
<u>CJW Transportation Consultants, LLC – Attachment B</u>	<u>\$23,889.70</u>
Total Proposed Fee	\$195,257.21

If you have any questions, please let me know.

Sincerely,



J. Clayton M. Hines, P.E.
President

Attachments A & B

SHAFFER & HINES, INC.

ATTACHMENT A

FEE SUMMARY

North Main Street Improvements (from Hwy CC to Tracker Rd.)

STBG 9901(831)

TASK NUMBER	TASK DESCRIPTION	PROPOSED FEE
1	PROJECT MANAGEMENT	\$2,336.76
2	SURVEYING	\$31,185.73
3	GEOTECHNICAL (not included)	\$0.00
4	CONCEPTUAL LAYOUTS	\$3,814.87
5	UTILITY COORDINATION	\$13,209.27
6	PUBLIC MEETINGS	\$3,223.70
7	ENVIROMENTAL & HISTORICAL (CJW)	
8	PRELIMINARY DESIGN PHASE (30%)	\$26,054.23
9	R/W PLANS PHASE (60%)	\$22,457.83
10	FINAL PLANS (100%)	\$29,587.40
11	BIDDING PHASE	\$8,609.69
12	CONSTRUCTION PHASE	\$28,664.83
	SUB-TOTAL TASKS	\$169,144.31
	EXPENSES	\$2,223.20
	TOTAL	\$171,367.51

SHAFFER & HINES, INC.
ATTACHMENT A
Man-Hour Estimate - North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
1	PROJECT MANAGEMENT												
	Project Management	4.00	4.00						8.00	\$516.48	\$723.54	\$148.80	\$1,388.82
	Coordination with Others	4.00								\$201.44	\$282.20	\$58.04	\$541.68
	Design Memorandum	3.00								\$151.08	\$211.65	\$43.53	\$406.26
	SUB-TOTAL									\$869.00	\$1,217.39	\$250.37	\$2,336.76
2	SURVEYING												
	Topographical Survey				8.00	32.00	70.00	70.00		\$4,677.96	\$6,553.35	\$1,347.76	\$12,579.07
	Base Map Preparation				24.00					\$1,122.24	\$1,572.15	\$323.33	\$3,017.72
	Horizontal Control				4.00		4.00	4.00		\$361.04	\$505.78	\$104.02	\$970.84
	Vertical Control				4.00		4.00	4.00		\$361.04	\$505.78	\$104.02	\$970.84
	Locate Section Corners				4.00		8.00	8.00		\$535.04	\$749.54	\$154.15	\$1,438.73
	Bench Level Run						8.00	8.00		\$348.00	\$487.51	\$100.26	\$935.77
	Utility Locates				24.00					\$1,122.24	\$1,572.15	\$323.33	\$3,017.72
	Right of Way Descriptions and Easements				32.00	40.00				\$3,069.92	\$4,300.65	\$884.47	\$8,255.04
	SUB-TOTAL									\$11,597.48	\$16,246.91	\$3,341.34	\$31,185.73
3	GEOTECHNICAL (not included)												
4	CONCEPTUAL LAYOUTS												
	Prepare Roadway Layouts / Alternatives	12.00		16.00						\$1,162.88	\$1,629.08	\$335.04	\$3,127.00
	Meetings with City to discuss Alternatives	3.00		3.00						\$255.81	\$358.36	\$73.70	\$687.87
	SUB-TOTAL									\$1,418.69	\$1,987.44	\$408.74	\$3,814.87

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
5	UTILITY COORDINATION												
	Coordination	50.00	20.00	8.00	8.00					\$4,106.56	\$5,752.88	\$1,183.13	\$11,042.57
	Meetings	16.00								\$805.76	\$1,128.79	\$232.15	\$2,166.70
	SUB-TOTAL									\$4,912.32	\$6,881.67	\$1,415.28	\$13,209.27
6	PUBLIC MEETINGS												
	Prepare Exhibits & Materials	5.00	2.00	12.00	2.00					\$857.76	\$1,201.64	\$247.13	\$2,306.53
	Attend Meetings	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	SUB-TOTAL									\$1,198.84	\$1,679.46	\$345.40	\$3,223.70
7	ENVIROMENTAL & HISTORICAL (CJW)												
8	PRELIMINARY DESIGN PHASE (30%)												
	Identify any Variances to Design Criteria	4.00								\$201.44	\$282.20	\$58.04	\$541.68
	Preliminary Estimates and Construction Costs	16.00	4.00	8.00						\$1,272.08	\$1,782.06	\$366.50	\$3,420.64
	Hydrologic studies and Drainage Plans	18.00		4.00						\$1,046.12	\$1,465.51	\$301.40	\$2,813.03
	Conceptual Traffic Control Plan (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Preliminary Design	24.00		60.00						\$3,303.24	\$4,627.51	\$951.69	\$8,882.44
	Title Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Typical Sheet			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Plan Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Profile Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Special Sheets	2.00		5.00						\$275.27	\$385.63	\$79.31	\$740.21
	Traffic Control and Staging Concept (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Preliminary Culvert Sections	2.00		2.00						\$170.54	\$238.91	\$49.13	\$458.58
	Preliminary Cross Sections at 25 foot intervals	2.00		24.00						\$938.56	\$1,314.83	\$270.41	\$2,523.80
	Tentative Easements and Right of Way Limits	6.00		8.00						\$581.44	\$814.54	\$167.52	\$1,563.50
	QA/QC	16.00	4.00	4.00						\$1,132.44	\$1,586.44	\$326.27	\$3,045.15
	SUB-TOTAL									\$9,689.15	\$13,573.54	\$2,791.54	\$26,054.23

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
9	R/W PLANS PHASE (60%)												
	R.O.W Design	16.00	4.00	24.00						\$1,830.64	\$2,564.54	\$527.42	\$4,922.60
	Title Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Typical Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Plan/Profile Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Special Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Cross Sections			16.00						\$558.56	\$782.49	\$160.93	\$1,501.98
	R.O.W. and Easement Plan Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Construction Limits	2.00		4.00						\$240.36	\$336.72	\$69.25	\$646.33
	Design Field Check and R.O.W Revisions	4.00		8.00						\$480.72	\$673.44	\$138.50	\$1,292.66
	R.O.W Revisions due to Owner Negotiations	16.00		24.00						\$1,643.60	\$2,302.52	\$473.53	\$4,419.65
	Construction Cost Estimate	20.00		12.00						\$1,426.12	\$1,997.85	\$410.88	\$3,834.85
	QA/QC	20.00	4.00	4.00						\$1,333.88	\$1,868.63	\$384.30	\$3,586.81
	SUB-TOTAL									\$8,351.72	\$11,699.91	\$2,406.20	\$22,457.83

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
10	FINAL PLANS (100%)												
	Cover Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Summary of Quantities Sheet	24.00	8.00	24.00						\$2,420.56	\$3,390.96	\$697.38	\$6,508.90
	Typical Section Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	General Notes Sheet	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Detail Sheets	2.00		4.00						\$240.36	\$336.72	\$69.25	\$646.33
	Horizontal/Vertical Control Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Construction Phasing	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Traffic Control Sheets (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Geometric Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Roadway Plan and Profile Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Removal Sheets	4.00		8.00						\$480.72	\$673.44	\$138.50	\$1,292.66
	Retaining Wall Plan and Profile Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Retaining Wall Details			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Storm Drainage Plan and Profile Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Sediment and Erosion Control Sheets (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Pavement Marking & Signing Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Coordinate Lighting Plan Sheets	4.00		2.00						\$271.26	\$380.01	\$78.15	\$729.42
	Right-of-Way Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Roadway Cross-Section Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Cost Estimates	24.00		8.00						\$1,487.92	\$2,084.43	\$428.68	\$4,001.03
	Special Provisions	16.00								\$805.76	\$1,128.79	\$232.15	\$2,166.70
	SWPPP (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Land Dist. Permit (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Prepare Bid Documents for PS&E Submittal	32.00								\$1,611.52	\$2,257.58	\$464.29	\$4,333.39
	QA/QC	24.00	10.00	6.00						\$1,885.70	\$2,641.68	\$543.29	\$5,070.67
	SUB-TOTAL									\$11,003.08	\$15,414.21	\$3,170.11	\$29,587.40

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
11	BIDDING PHASE												
	Respond to Bidder Questions	12.00		8.00						\$883.60	\$1,237.84	\$254.57	\$2,376.01
	Pre-Bid Conference	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Prepare Addendums	10.00		8.00						\$782.88	\$1,096.74	\$225.55	\$2,105.17
	Analysis of Alternates	2.00								\$100.72	\$141.10	\$29.02	\$270.84
	Bid Opening	2.00								\$100.72	\$141.10	\$29.02	\$270.84
	Analysis of Bids	10.00	2.00							\$597.12	\$836.51	\$172.04	\$1,605.67
	Construction Contracts	6.00	2.00							\$395.68	\$554.31	\$114.00	\$1,063.99
	SUB-TOTAL									\$3,201.80	\$4,485.42	\$922.47	\$8,609.69
12	CONSTRUCTION PHASE												
	Administration	20.00	4.00							\$1,194.24	\$1,673.01	\$344.07	\$3,211.32
	Pre-Conruction Meeting	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Progress Meetings	8.00								\$402.88	\$564.39	\$116.07	\$1,083.34
	Contractor Questions / RFI's	16.00	4.00							\$992.80	\$1,390.81	\$286.03	\$2,669.64
	Review Shop Drawings	16.00	4.00	8.00						\$1,272.08	\$1,782.06	\$366.50	\$3,420.64
	Review Pay Applications	20.00	4.00							\$1,194.24	\$1,673.01	\$344.07	\$3,211.32
	Periodic Site Observations	20.00		6.00						\$1,216.66	\$1,704.42	\$350.53	\$3,271.61
	Wage Interviews	12.00								\$604.32	\$846.59	\$174.11	\$1,625.02
	Substantial Completion Inspection & Punchlist	12.00		6.00						\$813.78	\$1,140.02	\$234.46	\$2,188.26
	Final Completion Inspection	6.00								\$302.16	\$423.30	\$87.06	\$812.52
	Prepare Change Orders	12.00		8.00						\$883.60	\$1,237.84	\$254.57	\$2,376.01
	Prepare Record Drawings	4.00		24.00						\$1,039.28	\$1,455.93	\$299.43	\$2,794.64
	Project Closeout	8.00								\$402.88	\$564.39	\$116.07	\$1,083.34
	SUB-TOTAL									\$10,660.00	\$14,933.59	\$3,071.24	\$28,664.83

SHAFFER & HINES, INC.

**ATTACHMENT A
EXPENSES**

**North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)**

EXPENSES	AMOUNT	UNIT	UNIT PRICE	TOTAL
Milage	360	Miles	\$0.62	\$223.20
Plan Copies	400	Each	\$5.00	\$2,000.00
TOTAL				\$2,223.20

SHAFFER & HINES, INC.

**ATTACHMENT A
ASSUMPTIONS**

**North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)**

1. City shall provide Title Work / O&E Reports.
2. AutoCAD Civil 3D will be used to create the plans.
3. StormCAD will be used to design the storm sewer and inlets.
4. Geotechnical services are not proposed as it is not assumed to be necessary.
5. R/W negotiations shall be provided by the City.
6. Appraisals for R/W and easements are to be obtained by the City.
7. Utility relocation plans shall be provided by the utility companies and are not included.

EXHIBIT B

CJW TRANSPORTATION CONSULTANTS

ATTACHMENT SHEET B

**Attachment B
Total Project Fee**

North Main Street Improvements

Task No.	Task Description		Fee Estimate
1	Project Management		\$ 587.12
2	Public Involvement		\$ 252.64
3	Conceptual Phase		\$ -
4	Survey		\$ -
5	Utility Coordination		\$ -
6	Environmental/Historical Review		\$ 12,434.92
7	Preliminary Design Phase (30 percent plans)		\$ 1,879.21
8	Right of Way Plan Phase (60 percent plans)		\$ -
9	Permits		\$ 1,192.25
10	Final Design Phase (100 percent plans)		\$ 4,517.18
11	Bidding Phase		\$ 848.77
12	Construction Phase		\$ 2,111.99
	Expenses		\$ 65.63
		Total Project Cost	\$ 23,889.70

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT											
Task No.	Description of Work Items / Tasks	CJW Transportation Consultants							Total Manhours	Total Labor Fee	Total CJW Fee
		Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	2 Person Survey Crew	Surveyor	Technican		

CJW FEE SUMMARY

<u>Task</u>	<u>Labor Costs</u>	<u>Payroll Overhead</u>	<u>General & Admin Overhead</u>	<u>Fixed Fee</u>	<u>Total Cost</u>
		64.71%	80.32%	12.00%	
1 Project Management	\$ 213.94	\$ 138.44	\$ 171.84	\$ 62.91	\$ 587.12
2 Public Involvement	\$ 92.06	\$ 59.57	\$ 73.94	\$ 27.07	\$ 252.64
3 Conceptual Phase	\$ -	\$ -	\$ -	\$ -	\$ -
4 Survey	\$ -	\$ -	\$ -	\$ -	\$ -
5 Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -
6 Environmental/Historical Review	\$ 4,531.12	\$ 2,932.09	\$ 3,639.40	\$ 1,332.31	\$ 12,434.92
7 Preliminary Design Phase (30 percent plans)	\$ 684.76	\$ 443.11	\$ 550.00	\$ 201.34	\$ 1,879.21
8 Right of Way Plan Phase (60 percent plans)	\$ -	\$ -	\$ -	\$ -	\$ -
9 Permits	\$ 434.44	\$ 281.13	\$ 348.94	\$ 127.74	\$ 1,192.25
10 Final Design Phase (100 percent plans)	\$ 1,646.00	\$ 1,065.13	\$ 1,322.07	\$ 483.98	\$ 4,517.18
11 Bidding Phase	\$ 309.28	\$ 200.14	\$ 248.41	\$ 90.94	\$ 848.77
12 Construction Phase	\$ 769.58	\$ 498.00	\$ 618.13	\$ 226.28	\$ 2,111.99
TOTAL	\$ 8,681.18	\$ 5,617.59	\$ 6,972.72	\$ 2,552.58	\$ 23,824.07

TOTAL EXPENSES					
Expenses	Amount		\$ Ea.		Cost
Design					
Travel, mile (car)	105	MILES	\$ 0.625		\$ 65.63
Travel, mile (survey vehicle)	0	MILES	\$ 0.75		\$ -
Environmental Documentation (lump sum)	0	L.S.	\$ -		\$ -
Aerial Mapping (DTM)	0	L.S.	\$ -		\$ -
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	0	L.S.	\$ -		\$ -
Geotechnical Borings and Report	0	L.S.	\$ -		\$ -
			Sub Total		\$ 65.63
Survey Expenses					
Public Involvement Expenses					
			Total		\$ 65.63

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
7. Environmental Work does not include services such as Archeological Studies, Noise Studies, or Geotechnical work. Scope of work is limited to the basic information needed for IPAC
8. 60 percent plans will be provided by the lead consultant for submission with environmental documentation.

EXHIBIT C
SCOPE OF SERVICES

Attachment C

Scope of Services

STATEMENT OF SCOPE. It is expected that the selected firm/consultant will perform the following services:

Task 1: Preliminary Engineering and Design

Activities necessary to complete the environmental document (including FHWA concurrence and approval), conduct public involvement, complete preliminary design, and coordination with utilities.

This work will include, but is not limited to the following activities:

- Respond to MoDOT Environmental requests for information and finalize the MoDOT Request for Environmental Review.
- Perform initial surveys, soil investigations, etc. as needed for preliminary design.
- Determine the limits of the project.
- Hold a meeting with City of Nixa and other stakeholders to discuss alternatives for preliminary design preparation.
- Prepare preliminary design plans.
- Prepare an initial opinion of construction costs based on preliminary design to discuss budget and make modifications as needed.
- Prepare utility location and conflict plans.

This task will be considered complete upon receiving environmental approval from FHWA and MoDOT, and Nixa approval of all deliverables.

Task 2: Final Design

Design activities to prepare final construction plans, specifications, and estimates; further coordination with and execution of contracts with utilities for adjustments and relocations per the conflict plans; preparation of right of way plans and final right of way acquisition if needed; preparation of final mitigation plans and submittal of appropriate permits.

This work will include, but is not limited to the following activities:

- Engineering, geotechnical services and surveying activities necessary to prepare final design plans, specifications and estimates (PS&E). The PS&E will consist of, but not be limited to the following:
 - Typical Sections, Horizontal and vertical alignments, Trail Cross sections, Drainage/Structure Details, Erosion Control Plans, Stabilization Plan, Traffic Control Plans, Construction Details, Quantities, Signing/Marking Plan.
 - The PS&E will include all applicable items shown in the Missouri Department of Transportation, Local Public Agency – Final PS&E Submittal Checklist – 136.9.1
 - Associated permitting/compliance, including any coordination with permitting agencies to obtain permits.
 - Preparation of a Storm Water Pollution Prevention Plan.
 - Preparation of bid and contract documents and receive approvals as applicable.

- Assisting the City of Nixa in advertising, bidding and contract award.
- Attend any pre-bid meetings and be available for questions and clarifications prior to the bid opening.

This task will be considered complete upon delivery and approval of final construction plans, specifications, estimates, certifications and permits, and upon MoDOT and City of Nixa approval of all deliverables.

Task 3: Construction Engineering

Work with the construction contractor on behalf of the City of Nixa to assist with preconstruction conference(s). Assist with construction questions throughout project.

- Structure layout
- Excavation and backfilling
- Driving pile
- Checking of reinforcing steel prior to concrete placement
- Concrete batching and pouring
- Placement of girders
- Placement of surfacing materials
- Conduct inspection and testing of construction materials
- Check shop drawings submitted by contractor
- Verifying work indicated in invoices from the contractor has been completed
- Assist in any needed review of design related questions during construction.
- Prepare and approve any change orders needed as a result of needed design modifications during construction.
- Issue stamped revisions of the construction plans if needed.
- Review and Approve submittals/shop drawings as needed for the project.
- Perform final walk through of the project with City of Nixa inspectors.
- Prepare record drawings and provide in digital format acceptable to the City of Nixa.
- Other special engineering services as required to complete the project.

This task will be considered complete upon completion of construction, final inspection and acceptance of Nixa, Nixa approval of final contractor invoice, and upon MoDOT, Nixa and OTO approval of all deliverables.

DELIVERABLES. The consultant will have provided the following deliverables at the conclusion of the project:

Task 1:

- Survey data
- Project Limits
- Conceptual Plans for Alternatives to consider, including cost comparisons
- Finalized MoDOT Request for Environmental Review
- FHWA and MoDOT approved Environmental Document
- Preliminary design plans (including ROW and Utilities Plan sheets)

- Engineer's estimate of probable construction cost and any spreadsheets, hand calculations, notes, or other supporting information.
- Required Permits
- Meeting Minutes and Materials

Task 2:

- Final Plans, Specifications and Estimate (PS&E)
- Bid Documents
- Award of construction contract
- Construction Notice to Proceed is issued by MoDOT

Task 3:

- Bi-weekly reports of work completed
- Monthly meetings to verify work completed as submitted in contractor invoices
- Record drawings and provide in digital format acceptable to the City of Nixa.
- Upon completion of the project, all project diaries.

EXHIBIT D

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

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

EXHIBIT E

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/eplis/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a

prudent person in the ordinary course of business dealings.

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

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

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

EXHIBIT F
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 Sub-consultant 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 Sub-consultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other Sub-consultants 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 Sub-consultant 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 Sub-consultant 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 Sub-consultants: The Engineer shall make good faith efforts to replace a DBE Sub-consultant, who is unable to perform satisfactorily, with another DBE Sub-consultant. 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 Sub-consultant 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 Sub-consultant 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 Consultants' 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.

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

Firm Name (Consultant): Shaffer & Hines, Inc.

Project Owner (LPA): City of Nixa

Project Name: North Main Street Improvements From North Of Tracker
To South of Route CC

Project Number: Federal Aid No. STBG 9901(831)

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:

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

 Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible).

Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: _____

Signature: _____

Date: _____

Consultant

Printed Name: Clayton M. Hines, P.E.

Signature:  _____

Date: 9-9-22 _____