

SPONSOR: City of Willard, MO

LOCATION: Willard, MO

PROJECT: US 160 Pedestrian Underpass: TAP 9901(881)

CONTRACT NUMBER: LPA 2025-1

THIS CONSULTING CONTRACT (the “**Contract**”) is between the City of Willard, MO, hereinafter referred to as the “**LPA**”, and *Crawford, Murphy, & tilly, Inc. 1631 W. Elfindale, Springfield MO 65807*, hereinafter referred to as the “**Engineer**”.

INASMUCH as funds have been made available by the Federal Highway Administration (the “**FHWA**”) through its *Transportation Alternatives Program (TAP)*, coordinated through the Missouri Department of Transportation, the LPA intends to design the US Highway 160 pedestrian underpass near the intersection of State Route AB & US Highway 160 in Willard, MO and requires professional engineering services. The Engineer will provide the LPA with professional services hereinafter detailed for the planning and design of the desired improvements and the LPA will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

Engineer shall provide certain services set forth in Attachment A attached hereto and incorporated herein by reference (the “**Services**”)

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 5% 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, 5% 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>
Palmerton & Parrish, Inc. 4168 W. Kearney St. Springfield, MO 65803	Geotechnical Services	\$8,300.00	\$8,300.00	7%

ARTICLE III-ADDITIONAL SERVICES

The LPA 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 LPA

The LPA will cooperate fully with the Engineer in the performance of the Services, including the following:

- A. make available all information pertaining to the project which may be in the possession of the LPA;
- B. provide the Engineer with the LPA'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 LPA employee to act as LPA's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the LPA's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

ARTICLE V - PERIOD OF SERVICE

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

- A. Approval of the plans, specifications, and estimates by LPA shall be completed on November 14, 2025
- B. Engineer shall provide Services per the schedule set forth in Attachment B attached hereto and incorporated herein by reference (the “**Schedule**”)

The LPA 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 LPA in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, LPA 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 LPA will compensate the Engineer as follows:

- A. LPA will pay the Engineer the actual costs incurred plus a predetermined Fixed Fee (those Fixed Fees set out in the table below) for each Task (as set out in the table below and in Attachment A – Scope of Service) identified in the Contract, with an established Maximum Payment Amount for said Services which shall not be exceeded (see table below). The Engineer providing Services hereunder shall be required to keep track of the amount of Actual Costs plus Fixed Fee expended under each Task identified in this Contract at all times. Any costs in excess of the Maximum Payment Amount shall not be eligible for payment. The engineer shall be paid a cumulative maximum amount for the Services equal to the lesser of (i) the Actual Costs plus Fixed Fee for all Tasks or (ii) the maximum Payment Amount. In the event that work beyond the prescribed Services are needed, the Contract may be supplemented with the written agreement of both parties.

Task Number	Actual Costs Estimate	Fixed Fee	Maximum Payment Amount
01 – Administration/ Project Management	\$8,645.76	\$1,232.96	\$9,878.72
02 – Boundary & Topographic Survey	\$6,641.94	\$935.56	\$7,577.50
03 – Permitting & Environmental Compliance	\$14,883.56	\$1,836.74	\$16,720.30
04 – Public & Stakeholder Involvement	\$12,222.71	\$1,682.72	\$13,905.43
05 – Utility Coordination	\$5,543.22	\$788.64	\$6,331.86
06 – Geotechnical Investigation	\$9,582.62	\$183.68	\$9,766.30
07 – Preliminary/Right of Way Plan Development	\$22,675.80	\$3,247.43	\$25,923.23
08 – Final Plan Development	\$28,533.64	\$4,086.34	\$32,619.98

- B. Compensation is conditioned upon acceptable performance. Provided Engineer performs the Services in the manner set forth herein, the payments described herein shall constitute complete compensation for all services to be rendered under this Contract. The LPA expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of Services set forth in Attachments A and B.
- C. Total compensation not to exceed. It is expressly understood that the amount of aggregate payments made by LPA under this Contract shall not exceed one hundred twenty two thousand seven hundred twenty three dollars and thirty two cents (\$122,723.32) (the “Maximum Payment Amount”).
- D. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment C attached hereto and incorporated herein by reference (the “Estimate of Cost”). Any major changes in work, extra work, exceeding of the Maximum Payment Amount, or change in the Fixed Fee Amounts will required a supplement to the Contract, as covered in Article III - ADDITIONAL SERVICES.
- E. 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 167.80% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 0.54% 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 E 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.
- H. No partial payment to the Engineer shall be considered approval or acceptance of work done or materials furnished hereunder.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices of Actual Costs incurred, as well as all completed deliverables to date, and the appropriate documentation of the status of uncompleted deliverables for each Task specified in Attachment A – Scope of Services. Payments will be an amount equal to the Actual Costs incurred plus a pro-rated portion of the Fixed Fee. Payment may be withheld on any particular work item that has not been completed in accordance with the Contract. In no event shall the payment (Actual Costs plus Fixed Fee) exceed the Maximum Payment Amount for each Task specified in Article VII, paragraph A above.

Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. Upon receipt of the invoice, progress report, and confirmation by LPA that all work covered by the invoice has been completed in accordance with the Contract and to LPA's satisfaction in its sole and absolute discretion, the LPA will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the Services rendered in an amount equal to the Actual Costs incurred plus a pro-rated portion of the Fixed Fee. Payment may be withheld on any particular work item that has not been completed in accordance with the Contract. In no event shall the payment (Actual Costs plus Fixed Fee) exceed the Maximum Payment Amount for each Task specified in Article VII, paragraph A above.

The LPA will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the Maximum Payment Amount 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 Contract. The LPA will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the estimate for the portion of the Services completed, as shown by the progress report. The LPA shall not be liable for any charges which

exceed (i) the Maximum Payment Amount, (ii) the Fixed Fee Amount, or (iii) the Actual Costs for a Task. All payments made by LPA under this Contract will be subject to final audit of the Actual Costs and any necessary governmental grant documentation during the period of this Contract. The audit will be conducted after the Services are complete. In the event LPA's audit of the Actual Costs shows that LPA's payments to Engineer were greater than the Actual Costs, Engineer shall refund such excess amount to LPA within ten (10) days of receiving notice of such excess payment. In the event LPA's audit of the Actual Costs shows that LPA's payments to Engineer were less than the Actual Costs, LPA shall pay the amount of such deficiency to Engineer within a reasonable time; provided however, that Engineer shall not be entitled to payment of amounts greater than the Maximum Payment Amount and the Fixed Fee Amount.

- 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 LPA 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 LPA. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Palmerton & Parrish, Inc.	94168 W. Kearney St, Springfield, MO 65803	Geotechnical Investigations

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

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The LPA 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 LPA, 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 LPA.
- B. Should the Agreement be suspended or terminated for the convenience of the LPA, the LPA 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 LPA 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 LPA 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the LPA. 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 LPA that funds are no longer available to continue performance.
 - 2. The LPA's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the LPA.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

The LPA 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 LPA, 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 LPA 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 – Period of Services

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

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

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2025.

Executed by the County/City this ____ day of _____, 2025.

FOR: CITY OF WILLARD, MISSOURI

BY: _____
City Administrator – City of Willard

ATTEST: _____
Rebecca Hansen, City Clerk

FOR: CRAWFORD, MURPHY & TILLY, INC.

BY: _____
SMO Group Manager

ATTEST: _____

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

CITY FINANCE DIRECTOR



Task 1 Project Administration

- a) Coordinate with OTO Project Manager regularly
- b) Participate in project team meetings, including preparing agendas and minutes
- c) MoDOT LPA Coordination
- d) Prepare monthly billing statements
- e) Conduct QA/QC Project Management Reviews

Task 2 Surveying

- a) Obtain topographic and boundary survey of existing physical improvements and facilities within the project area shown in Exhibit A.
 - i) Set project control points
 - ii) Conduct topographic survey within project limits, including utility locates and a tree survey for trees greater than 12"
 - iii) Field locate land corners, property corners and R/W markers to establish right of way, property lines and easements within the limits of the project.

Task 3 Permitting & Environmental Compliance

- a) NEPA Documentation
 - i) Floodplain/Regulatory Floodway (if necessary)
 - (1) Provide plans, hydraulic analysis (if needed), local floodplain permit & no-rise certificate to MoDOT for SEMA floodplain permit (required when crossing MoDOT ROW)
 - ii) Complete a biological assessment for possible endangered species impacts including:
 - (1) An evaluation of available on-site habitat will be completed, including documenting suitable habitat evaluation for Indiana, Northern Long-eared and Tri-Colored Bats
 - (2) A summary report will be prepared in accordance with MoDOT's LPA guidelines for any necessary coordination with USFWS.
 - iii) Complete a Waters of the US jurisdictional evaluation and delineation including field visit to identify the location, size and type of any jurisdictional waters. A wetland determination will also be conducted in accordance with the USACE Wetlands delineation manual and Midwest supplement.
 - iv) Prepare and submit Section 106 report to MoDOT and Missouri SHPO.
- b) Permits
 - i) Local Floodplain development permit and no rise certificate (if necessary)
 - ii) Land Disturbance Permit
 - iii) Section 404 Nationwide Permit, if required
- c) Deliverables:
 - i) Threatened and Endangered Species Assessment
 - ii) Finalized RER



Task 4 Public & Stakeholder Involvement

- a) Three (3) Stakeholder meetings are anticipated. Consultant to assist the City of Willard with preparations of materials for the meetings.
 - i) Consultant to develop necessary exhibits and materials for each meeting.
 - ii) Meeting minutes
- b) One (1) Public Involvement Meeting is anticipated. Consultant to assist the City of Willard with preparations of materials for the meeting.
 - i) Consultant to develop exhibits (assume three (2)) for display at public involvement meeting.

Task 5 Utility Coordination

- a) Field locate visible above ground evidence of utilities located within the project area. "Missouri One Call" will be contacted, and a formal request will be submitted for marking the locations of member utilities. In the event that "Missouri One Call" fails to respond, in whole or in part, to the formal request, underground facilities, structures, and utilities will be plotted from surveys and/or available records. The locations of all utilities are to be considered approximate. There may be other utilities, whose existence may not be known at the time of the survey.
- b) Coordinate with utility companies on the development of the plan of adjustment and obtain cost estimates.
- c) Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans.
- d) Prepare special utility sheets as necessary (including utility profile and exhibits).

Task 6 Geotechnical Investigation

The Consultant shall perform two (2) borings: one on each side of US Hwy 160 to determine subsurface conditions to assist with the design of the pedestrian underpass. See Palmerton & Parrish, Inc. scope in fee for additional details.

Task 7 Preliminary/Right of Way Plan Development

- a) Preliminary/Right of Way plans will be developed based on discussions with MoDOT and Local Stakeholders in Task 4.
 - i) The following sheets will be included in the preliminary plan submittal:
 - (1) Cover
 - (2) Typical Sections
 - (3) Plan & Profile (Trail)
 - (4) Storm Plan & Profile (if necessary)
 - (5) Traffic Control Plan
 - (a) Consultant will evaluate design of two traffic control plans with evaluation including cost comparison and vetting through MoDOT.
 - (6) Cross-sections (50 foot sections + critical locations)
- b) Engineer's Opinion of Probable Construction Costs
- c) Drawings shall be prepared in accordance with MoDOT Design Standards



- d) One (1) electronic set in PDF format will be provided to the City of Willard for review and comment. Plans shall be approximately 60% complete.
- e) Consultant will attend one (1) meeting with the City of Willard to review preliminary/right of way plans and discuss comments.
- f) Consultant will conduct Hydraulic analysis.
- g) Deliverables:
 - i) Preliminary/Right of Way Plans
 - ii) Engineer's Estimate of Probable Construction Cost
 - iii) Disposition to Review Comments
 - iv) KMZ file of trail alignment

Task 7 Final Plan Development

- a) Upon approval of preliminary/right of way plans, the consultant shall prepare final plans.
 - i) The following sheets are anticipated:
 - (1) Cover
 - (2) General Notes
 - (3) Typical Sections
 - (4) Quantity Sheets
 - (5) Removal/Clearing Plan
 - (6) Plan & Profile (trail)
 - (7) Storm Plan & Profile
 - (8) Special Sheets
 - (9) Erosion Control Plan
 - (10) Traffic Control Plan
 - (11) Cross Sections (50 foot sections + critical locations)
 - (12) Detail sheets
 - ii) Consultant shall address and incorporate review comments during Preliminary/ROW Design
 - iii) Utility conflict summary
 - iv) Engineer's Opinion of Probable Construction Costs
 - v) Drawings shall be prepared in accordance with MoDOT & City standards
 - vi) One electronic set in PDF format will be provided to OTO for review and comment
- b) Special Provisions & Estimate
 - i) Consultant shall prepare special provisions for items not covered in MoDOT's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid.
 - ii) Engineer's Estimate of Probable Construction Cost



- c) Deliverables:
 - i) Final for Review Plans
 - ii) Final Plans
 - iii) Engineer's Estimate of Probable Construction Costs
 - iv) Special Provisions and Front End Documents
 - v) Updated KMZ file of trail alignment (if necessary)

ATTACHMENT B
CITY OF WILLARD, MO
PROFESSIONAL SERVICES COST SUMMARY
US HIGHWAY 160 PEDESTRIAN UNDERPASS



PREPARED BY: RTS
DATE: 4/23/2025

SUMMARY BY FIRM:

	FEE	HOURS	% OF TOTAL FEE
CMT	\$114,423.32	776	93%
PALMERTON & PARRISH, INC.*	\$8,300.00		7%

TOTAL	\$122,723.32	776	100%
*DBE PARTICIPATION = 6.76%			
5% OVERALL GOAL			

SUMMARY BY TASK:

TASK

TASK NO.	ITEM DESCRIPTION	TASK TOTALS	CMT LABOR	CMT DIRECT COSTS	DIRECT COST BY OTHERS
1.	ADMINISTRATION/PROJECT MANAGEMENT	\$ 9,878.72	\$ 9,842.32	\$ 36.40	\$ -
2.	BOUNDARY & TOPOGRAPHIC SURVEY	\$ 7,577.50	\$ 7,468.30	\$ 109.20	\$ -
3.	PERMITTING & ENVIRONMENTAL COMPLIANCE	\$ 16,720.30	\$ 14,662.10	\$ 2,058.20	\$ -
4.	PUBLIC & STAKEHOLDER INVOLVEMENT	\$ 13,905.43	\$ 13,432.63	\$ 472.80	\$ -
5.	UTILITY COORDINATION	\$ 6,331.86	\$ 6,295.86	\$ 36.00	\$ -
6.	GEOTECHNICAL INVESTIGATION	\$ 9,766.30	\$ 1,466.30		\$ 8,300.00
7.	PRELIMINARY/RIGHT OF WAY PLAN DEVELOPMENT	\$ 25,923.23	\$ 25,923.23	\$ -	\$ -
8.	FINAL PLAN DEVELOPMENT	\$ 32,619.98	\$ 32,619.98	\$ -	\$ -
9.	ADDITIONAL SERVICES	\$ -	\$ -	\$ -	\$ -

TOTAL	\$122,723.32	\$111,710.73	\$2,712.60	\$8,300.00
		\$111,710.73	\$11,012.60	
	GRAND TOTAL FEE	\$122,723.32		
	GRAND TOTAL HOURS	776		

		Crawford, Murphy & Tilly, Inc. Tasks, Hours and Fee Summary																
Task No.	Task Description	Principal	Project Manager	Senior Environmental Scientist	Senior Civil Engineer	Structural Engineer	Civil Engineer	Environmental Scientist	Senior Specialty Professional 2 (Land Surveyor)	Senior Technician	Technician	Senior Administrative Specialist	Total Hours	Labor Costs				
		\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
1	ADMINISTRATION / PROJECT MANAGEMENT																	
	1 Project Coordination with City of Willard Project Manager		12											12				
	2 Project Team Meetings		4				8							12				
	3 MoDOT LPA Coordination		8											8				
	4 Contract Administration & Billing Preparation and Review		12											12				
	5 QA/QC Project Management Review	2	6											8				
	Sub Total CMT Hours	2	42	0	0	0	8	0	0	0	0	0		52				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$165.38	\$2,739.24	\$0.00	\$0.00	\$0.00	\$303.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,208.38				
	Task Hours Check													52				
2	BOUNDARY & TOPOGRAPHIC SURVEY																	
	1 Detailed Topographic & Existing Facilities Survey																	
	Aligning to Control								1	2	2			5				
	Utility & Drainage Survey								1	4	4			9				
	Topographic Survey								2	8	8			18				
	Topographic Survey Processing								1	8				9				
	2 Land Boundary Survey																	
	MoDOT Right of Way download and review						1		2					3				
	Verification of MoDOT Right of Way and necessary parcels								8	8				16				
	Deliverables													0				
	Survey Data													0				
	Sub Total CMT Hours	0	0	0	0	0	1	0	15	30	14	0		60				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.97	\$0.00	\$718.05	\$1,218.30	\$460.18	\$0.00		\$2,434.50				
	Task Hours Check													60				
3	PERMITTING AND ENVIRONMENTAL COMPLIANCE																	
	1 NEPA Documentation																	
	MoDOT Coordination through RER			12										12				
	Threatened & Endangered Species			12				24						36				
	Wetlands & Streams			12				24						36				
	Socioeconomic			4										4				
	2 Permits																	
	Land Disturbance/SWPPP							8						8				
	Floodplain Permit							4						4				
	Section 404 Nationwide Permit (if required)							4						4				
	Sub Total CMT Hours	0	0	40	0	0	0	64	0	0	0	0		104				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$2,748.80	\$0.00	\$0.00	\$0.00	\$2,030.72	\$0.00	\$0.00	\$0.00	\$0.00		\$4,779.52				
	Task Hours Check													104				
4	PUBLIC & STAKEHOLDER INVOLVEMENT																	
	1 Stakeholder & Property Owner Coordination Meetings																	
	MoDOT & Local Stakeholder Meeting (Assume 3)		16				32							48				
	2 Public Involvement Meeting																	
	Prepare Exhibits, Fact Sheet, and Presentation for the Public Meeting		2				16							18				
	Facilitate, Record, and Coordinate Public Involvement Meeting (Assume 1)	2	16				2					2		22				
	Sub Total CMT Hours	2	34	0	0	0	50	0	0	0	0	2		88				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$165.38	\$2,217.48	\$0.00	\$0.00	\$0.00	\$1,898.50	\$0.00	\$0.00	\$0.00	\$0.00	\$97.38		\$4,378.74				
	Task Hours Check													88				
5	UTILITY COORDINATION																	
	1 Coordinate to Obtain MO 811 Locates		1				2							3				
	2 Review Surveys for Utilities Adversely Impacted		1				2							3				
	3 Coordinate Relocation Plan with Impacted Utilities & Cost Estimates		10				20							30				
	4 Prepare Utility JSPs		2				6							8				
	Sub Total CMT Hours	0	14	0	0	0	30	0	0	0	0	0		44				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$913.08	\$0.00	\$0.00	\$0.00	\$1,139.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,052.18				
	Task Hours Check													44				
6	GEOTECHNICAL INVESTIGATION																	
	1 Coordinate Boring Locations with PPI		1				2							3				
	2 Review PPI Geotechnical Report		4				2							6				
														0				
	3 Geotechnical Investigation & Report													0				
	Sub Total CMT Hours	0	5	0	0	0	4	0	0	0	0	0		9				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$326.10	\$0.00	\$0.00	\$0.00	\$151.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$477.98				
	Task Hours Check													9				

Crawford, Murphy & Tilly, Inc. Tasks, Hours and Fee Summary															
Task No.	Task Description	Principal	Project Manager	Senior Environmental Scientist	Senior Civil Engineer	Structural Engineer	Civil Engineer	Environmental Scientist	Senior Specialty Professional 2 (Land Surveyor)	Senior Technician	Technician	Senior Administrative Specialist	Total Hours	Labor Costs	
7	PRELIMINARY/RIGHT OF WAY PLAN DEVELOPMENT														
1	Preliminary/Right of Way Plans														
	Preliminary/Right of Way Plans Submittal														
	a. Cover		1				1							2	
	b. Typical Sections		1				2							3	
	c. Plan & Profile (Trail)		4		6		24							34	
	d. Storm Plan & Profile (If necessary)		2		2		16							20	
	e. Traffic Control Plan		8		12		32							52	
	f. (Cross Sections (50 FT Sections + Critical Locations)		1				16							17	
	Evaluate Utility Impacts		2				4							6	
	Hydraulic Analysis		4		4		24							32	
	Develop Opinion of Probable Cost		2			2	6							10	
	Develop Disposition to Review Comments						2							2	
	QA/QC	1	2		4									7	
2	Review Meeting with City Staff to Discuss Preliminary/Right of Way Design														
	i. Prepare & Facilitate Meeting		1				2							3	
3	Deliverables														
	a. Preliminary Plans														
	b. Engineer's Estimate														
	c. Disposition to Review Comments														
	d. ROW Legals & Plats														
	e. KMZ file of trail alignment														
	Sub Total CMT Hours	1	28	0	28	2	129	0	0	0	0	0	188		
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69			
	Sub Total CMT Labor Cost	\$82.69	\$1,826.16	\$0.00	\$1,557.08	\$86.34	\$4,898.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,450.40	
	Task Hours Check													188	
8	FINAL PLAN DEVELOPMENT														
1	Final Trail Plans														
	Final Plan Sheets														
	a. Cover						1							1	
	b. General Notes & Summary of Quantities		2		2		10							14	
	c. Typical Sections						2							2	
	d. Plan & Profile (Trail)		2		4		18							24	
	e. Storm Plan & Profile		2		4		16							22	
	f. Special Sheets - Box Culvert Design & Lighting Plan		8		24		40							72	
	g. Erosion Control Plan		2				16							18	
	i. Traffic Control Plan		2				16							18	
	i. Cross Sections (50 FT Sections + Critical Locations)		2				12							14	
	j. Detail Sheets		1		4		4							9	
	Incorporate Review Comments During Preliminary/Right of Way Design Phase						2							2	
	Incorporate Utility Relocation Plans		2				4							6	
	Perform QC/QA Checklist Review	4	4											8	
	Develop Opinion of Probable Cost		2				4							6	
	Develop Disposition to Review Comments						2							2	
	Review Meeting with City Staff to Discuss Final Design														
	i. Prepare & Facilitate Meeting		1				2							3	
2	Special Provisions														
	Prepare Job Special Provisions		2		8									10	
3	Deliverables														
	Final Plans (100%)														
	Engineer's Estimate														
	Quantity Takeoff Drawings & Calculations														
	Special Provisions & Bid Book														
	Any spreadsheets, hand calculations, notes, or other supporting informations														
	Updated KMZ file of trail alignment (if necessary)														
	Disposition to Review Comments														
	Sub Total CMT Hours	4	32	0	46	0	149	0	0	0	0	0	231		
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69			
	Sub Total CMT Labor Cost	\$330.76	\$2,087.04	\$0.00	\$2,558.06	\$0.00	\$5,657.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10,633.39	
	Task Hours Check													231	

Labor		\$36,415.09
Overhead (167.8%)		\$61,104.52
	Subtotal	\$97,519.61
Fixed Fee (14.35%)		\$13,994.06
FCCM (0.54%)		\$196.64
	Total	\$111,710.32
Direct Costs		\$11,013.00
	CMT FEE	\$114,423.32
	TOTAL FEE	\$122,723.32

DIRECT COSTS

3 OF 3

ATTACHMENT B - DIRECT COST AND SERVICES BY OTHERS**US HIGHWAY 160 PEDESTRIAN UNDERPASS**

SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK				DESCRIPTION		CMT DIRECT COSTS	OUTSIDE DIRECT COSTS
1 ADMINISTRATION / PROJECT MANAGEMENT							
A.				MILEAGE	52 MI (26 MI @ 2 TRIPS @ \$0.70/MI)	\$36.40	
ITEM TOTAL:						\$36.40	\$0.00
2 BOUNDARY & TOPOGRAPHIC SURVEY							
A.				MILEAGE	156 MI (26 MI @ 6 TRIPS @ \$0.70/MI)	\$109.20	
ITEM TOTAL:						\$109.20	\$0.00
3 PERMITTING & ENVIRONMENTAL COMPLIANCE							
A.				AIRFARE	2 FLIGHT: (1 FLIGHT @ 2 PERSONS @ \$600/FLIGHT)	\$1,200.00	
B.				LODGING	2 NIGHT: (2 NIGHTS @ 2 PERSONS @ \$150/NIGHT)	\$600.00	
C.				MILEAGE	26 MI (26 MI @ 1 TRIP TO/FROM PROJECT SITE @ \$0.70/MI)	\$18.20	
D.				PER DIEM	4 DAYS (2 DAYS @ 2 PERSONS @ \$60/DAY)	\$240.00	
ITEM TOTAL:						\$2,058.20	\$0.00
4 PUBLIC & STAKEHOLDER INVOLVEMENT							
A.				MILEAGE	104 MI (26 MI @ 4 TRIPS @ \$0.70/MI)	\$72.80	
B.				EXHIBITS		\$400.00	
ITEM TOTAL:						\$472.80	\$0.00
5 UTILITY COORDINATION							
A.				MILEAGE	52 MI (26 MI @ 2 TRIPS @ \$0.70/MI)	\$36.40	
ITEM TOTAL:						\$36.40	\$0.00
6 GEOTECHNICAL INVESTIGATION							
SUB-CONSULTANT (PALMERTON & PARRISH, INC.)							\$8,300.00
ITEM TOTAL:						\$0.00	\$8,300.00
TOTAL						\$11,013.00	



PALMERTON & PARRISH, INC.

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

PROFESSIONAL SERVICES AGREEMENT

April 18, 2025

Mr. Ryan Stehn, P.E.
Crawford, Murphy & Tilly, Inc.
1631 W. Elfindale St.
Springfield, MO 65807
rstehn@cmtengr.com

RE: PROPOSAL FOR GEOTECHNICAL INVESTIGATION
OTO – Willard Trail Project – New Underpass
Willard, Missouri

Dear Mr. Stehn:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a Subsurface Investigation and Geotechnical Engineering Report. The sections below summarize PPI's Project Understanding, planned Scope of Services, and Estimated Cost.

PROJECT UNDERSTANDING

Based upon the information provided, OTO / City of Willard is planning on constructing a trail underpass below Hwy 160 just east of the S. Farmer Road intersection in Willard, Missouri. Subsurface conditions near the underpass alignment are desired to aid in design.

All borings are anticipated to be drilled off of the roadway within or near MoDOT right of way. As a result, a right of way permit and signage is anticipated to be required during field operations. No other traffic control measures are currently included in this proposal.

SCOPE OF SERVICES

PPI's scope of services will include a field subsurface investigation, laboratory testing, engineering analysis, and preparation of a geotechnical engineering report. A slope stability or shoring analysis is not currently included within this scope, but can be performed upon request.

Field Subsurface Investigation:

As requested, PPI has based this proposal on drilling a total of two (2) borings, with 1 boring on each side of US Hwy 160. Each boring will be extended to a depth of 20 ft. or auger refusal upon bedrock, whichever is shallower. If limestone is encountered within 15 ft. or shallower, an additional 5 ft. of rock core will be obtained within one boring.

Drilling and sampling methods will be as generally outlined below.

- Borings will be logged in the field by a PPI Engineer or Geologist;
- Subsurface borings will be drilled using 4.5-inch O.D. solid stem augers or 4.25-inch I.D. hollow stem augers;
- Soil samples will be collected at 2.5 to 5-foot centers during drilling;
- Soil sample types will include split spoon samples collected during performance of the Standard Penetration Test (ASTM D1586), and thin-walled Shelby tube samples pushed hydraulically in advance of drilling (ASTM D1587);
- Rock coring will be performed using an NQ2 size core barrel;
- Groundwater levels will be measured during drilling and upon completion of drilling; and
- Borings will be backfilled with high yielding bentonite grout.

Approximate boring locations are shown below in [blue](#).



Laboratory Testing Program:

Soil samples will be sealed and transported to PPI's Springfield Laboratory for further evaluation and completion of laboratory testing. Laboratory testing will include the following:

- Atterberg Limits (ASTM D4318);
- Grain Size Analysis (ASTM D6913);
- Moisture Content (ASTM D2216);
- Unconfined Compressive Strength (ASTM D2166); and
- Pocket Penetrometer Strength.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples. The exact scope of the laboratory testing program will not be determined until the field investigation is complete.

Geotechnical Engineering Report:

Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. The Report will include the following:

- Site Location Plan;
- Boring Location Plan;
- Gint generated Boring Logs showing the results of field and laboratory testing;
- Geotechnical Engineering Recommendations for Underpass foundations and associated excavation;
- Seismic site class; and
- Recommendations for general earthwork and construction planning.

ESTIMATED COST

PPI will provide the scope of services outlined in this proposal on a lump sum basis as shown below.

Item	Estimated Cost
OTO – Willard Trail Underpass – Geotechnical Report	\$8,300.00

PPI's estimated cost is based on the assumptions listed below.

- A MoDOT Right of Way permit will be obtained by PPI prior to drill rig mobilization;
- It is assumed that the site is accessible by PPI's track-mounted drilling equipment. This proposal does not include an allowance for site clearing or earthwork to accommodate drill rig access;
- Borings will be staked in the field by PPI's drill crew;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- These services are not subject to prevailing wage requirements;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization;**
- **Field work will commence during normal business hours, Monday through Friday, with no holiday or weekend work; and**
- All samples will be stored at PPI's Springfield Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

PAYMENT TERMS

PPI shall present monthly invoices for services or present a single invoice at completion of services and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by Client shall be identified in writing to PPI within ten (10) days after presentation of PPI's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, PPI shall have the right to suspend services and withhold all documents until payment is received and apply a 5% delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement. *Payment to PPI shall NOT be withheld, postponed, or made contingent on the construction, completion or success of the Project(s) or made contingent upon Client receiving payment or reimbursement from Project Owner, Contractor, or any other source.*

TERMS & CONDITIONS OF SERVICE

Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by PPI in writing.

Client acknowledges that it has reviewed the General Conditions and any attachments or exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by reference.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below.

PALMERTON & PARRISH, INC.

By 

Brandon R. Parrish, PE
Geotechnical Engineer / Vice President

Attachments:
General Conditions



By signing below, you acknowledge you have full authority to bind Client to the terms of the Agreement. Your signature below authorizes and accepts the terms set forth herein:

CLIENT

Signature: _____

Name: _____

Title: _____

Date: _____

Additional Information

Additional Contact Information
[if different from above]

Report Transmittal Instructions:
[email(s) for distribution list]

Invoice Transmittal Instructions:
[email(s) for invoice(s); hard copy requested, etc.]

Other Information:

GENERAL CONDITIONS

STANDARD OF CARE

PPI shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). PPI shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. PPI makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with PPI's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE

PPI shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to PPI at the time services are provided. Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including, but not limited to, the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. PPI will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. PPI, however, cannot and does not warrant or guarantee that its services and documents will comply with all such interpretations and requirements.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both Client and PPI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of PPI, PPI's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever, including without limitation attorneys' fees and costs and expert witness fees and costs arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability,

breach of contract, or breach of warranty, shall not exceed the total compensation received by PPI or twenty-five thousand dollars (\$25,000), whichever is greater.

MUTUAL INDEMNITY

PPI and Client each agree to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither PPI nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither PPI nor Client shall have a duty to provide the other an up-front defense of any claim.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by PPI pursuant to this Agreement are instruments of PPI's professional service, and PPI shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, PPI grants Client a license to use instruments of PPI's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without PPI's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold PPI harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

DISCLAIMER OF THIRD PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or PPI.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

Client and PPI shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and PPI or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration.

INSURANCE

PPI maintains insurance, which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

GOVERNING LAW

The Agreement shall be governed by the Laws of the State of Missouri.

CONSTRUCTION RESPONSIBILITIES

Client understands and acknowledges that: (1) PPI has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) PPI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

ATTACHMENT C

PERIOD OF SERVICE

The Consultant shall make submittals in accordance with the funding schedule below:

1. Notice to Proceed – June 16, 2025
2. Preliminary/Right of Way Plan Submittal – August 4, 2025
3. Preliminary/Right of Way Plan Approval – August 29, 2025
4. Public Meeting – September 2, 2025
5. PS&E Plans, Estimate, and JSPs Submittal – October 17, 2025
6. PS&E Plans, Estimate, and JSPs Approval – November 14, 2025

PERIOD OF SERVICE – The total period of service is expected to be completed by December 2025.

ATTACHMENT 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/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 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/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 F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the LPA 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 LPA, the Engineer shall file a list with the LPA 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 G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Crawford, Murphy & Tilly, Inc.

Project Owner (LPA): City of Willard, MO

Project Name: US Highway 160 Pedestrian Underpass

Project Number: TAP 9901(881)

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: _____