

**RESOLUTION NO. 1890**

**A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE QUALIFICATION SUBMITTAL FROM ALLGEIER, MARTIN AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE ASH STREET SIDEWALK PROJECT**

**WHEREAS**, the City of Nevada, Missouri, requested qualifications from firms listed on MoDOT's LPA On-Call Consultant List for professional engineering services related to the design of the Ash Street Sidewalk Project; and

**WHEREAS**, this project is funded in part through the Transportation Alternatives Program (TAP) and includes the design of new sidewalks and related improvements along Ash Street in Nevada, Missouri; and

**WHEREAS**, Requests for Qualifications (RFQs) were distributed, and the City of Nevada received one submittal from Allgeier, Martin and Associates; and

**WHEREAS**, the City of Nevada desires to accept the qualifications received from Allgeier, Martin and Associates for this project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Nevada, that the qualifications submitted by Allgeier, Martin and Associates for professional engineering services related to the Ash Street Sidewalk Project are hereby accepted, and the City Manager or his designee is authorized to proceed with the necessary steps to engage the firm in accordance with applicable MoDOT LPA procedures.

**PASSED, APPROVED AND ADOPTED**, by the City Council of the City of Nevada, Missouri, this 18<sup>th</sup> day of November, 2025.



  
CAROL BRANHAM, MAYOR

ATTEST:

  
CYNTHIA DYE, CITY CLERK

**AGENDA ITEM**  
**November 18, 2025**

Subject: Ash Street Sidewalk Project

Department: Administration

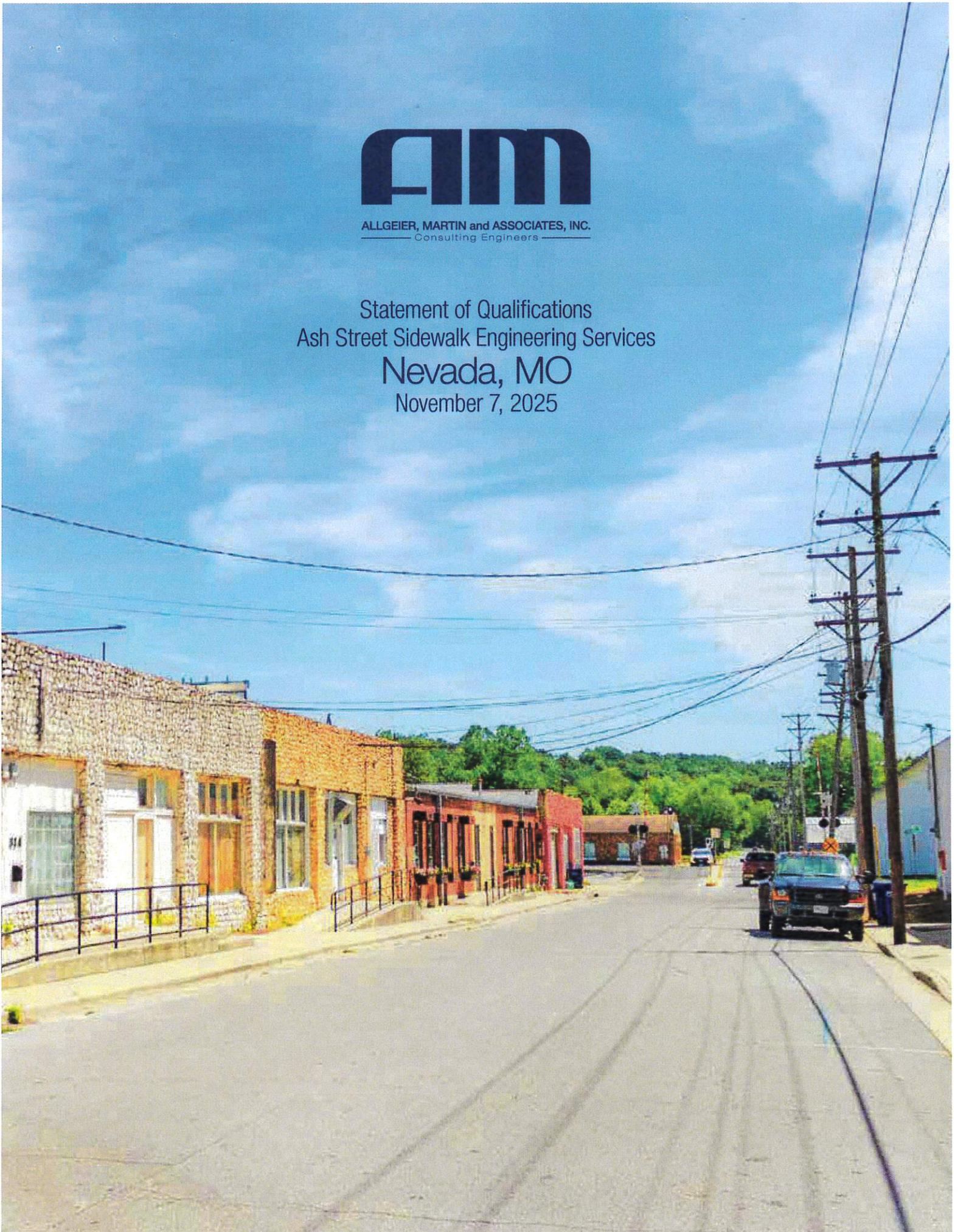
Notes:

The City of Nevada issued Requests for Qualifications (RFQs) to firms on MoDOT's LPA On-Call Consultant List for professional engineering services related to the Ash Street Sidewalk Project, which is partially funded through the Transportation Alternatives Program (TAP). The project will include the design of new sidewalks and related improvements along Ash Street. One submittal was received from Allgeier, Martin and Associates. This resolution accepts their qualifications and authorizes the City Manager or his designee to proceed.



ALLGEIER, MARTIN and ASSOCIATES, INC.  
Consulting Engineers

Statement of Qualifications  
Ash Street Sidewalk Engineering Services  
Nevada, MO  
November 7, 2025



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**ALLGEIER, MARTIN and ASSOCIATES, INC.**  
———— Consulting Engineers ————

November 7, 2025

City of Nevada  
Attn: City Clerk  
110 South Ash Street  
Nevada, MO 64772

Dear Selection Committee:

Sidewalks are more than concrete—they're connections. They link neighborhoods to schools, parks, and downtowns, and they make daily life a little safer and more accessible for everyone. For communities like Nevada, projects like this one are about more than infrastructure; they're about strengthening the everyday routes that bring people together.

It's rewarding to see this project moving forward. From the early conversations about community connectivity to helping secure the TAP funding, our team has enjoyed being part of the journey that brought this project to where it is today.

Allgeier Martin's team is excited for the opportunity to continue that momentum by assisting with the sidewalk design phase. Because we've worked alongside the City on several engineering efforts, we understand your priorities in this project—safe routes for pedestrians, practical construction approaches, and designs that fit comfortably within existing infrastructure. Our familiarity with your standards and expectations allows us to focus our efforts where they'll make the most impact: delivering plans that are buildable, fundable, and community-focused.

We value the working relationship we've built with your staff and look forward to continuing that collaboration on this next step. Please don't hesitate to reach out if you'd like to discuss any part of our information in more detail.

Sincerely,

**ALLGEIER, MARTIN and ASSOCIATES, INC.**

Michael Keaton, PE  
Vice President/Project Manager  
Michael.Keaton@amce.com  
417.680.7325

# Allgeier, Martin and Associates, Inc.



Allgeier, Martin and Associates, Inc. is a fully employee-owned corporation with over 150 employees. We are managed by a seven-person Board of Directors consisting of long-term, key employees. We were established on January 1, 1954 as a partnership in Lamar, MO and moved to Joplin in 1956. In 1976, the firm was established as a Missouri Corporation with business expertise in Civil Engineering, Electric Power Engineering, and Surveying Services.

## Civil Engineering Services

The Civil Division serves municipalities, government agencies, institutions, and industries. We provide a complete range of services needed by small and medium-sized cities. Because of our multi-disciplinary approach, many clients have no need to go beyond Allgeier Martin, even for large projects. Since 1954, we have cultivated relationships with each agency that benefits our clients.

- 2006: Wilson Hydro in Rolla, MO, joins AMA
- 2011: Built a new corporate office to house over 120 employees
- 2016: Opened a branch office in Kansas City, MO
- 2017: Opened a branch office in Springfield, MO
- 2020: White River Engineering in Springfield, MO, joins AMA
- 2021: Opened a branch office in Tulsa, OK
- 2023: Opened a branch office in Bentonville, AR
- 2025: Planning expansion of corporate office to be built in 2026

### **Joplin**

7231 E. 24th St.  
Joplin, MO 64804  
417.680.7200

### **Rolla**

112 W. 8th St.  
Rolla, MO 65401  
573.341.9487

### **Bentonville**

1004 Beau Terre, Bldg. E, Ste. 507  
Bentonville, AR 72712  
479.321.5449

### **Kansas City**

1201 NW Briarcliff Pkwy  
Kansas City, MO 64116  
816.673.7540

### **Springfield**

600 W. College St., Ste. 104  
Springfield, MO 65806  
417.680.7200

### **Tulsa**

321 S. Boston Ave., Ste. 300  
Tulsa, OK 74103  
918.986.1731

# Capacity & Capability



Bridges



City Engineer



Communication



Drone



Electric Distribution



Electric Transmission



Floodplain Mapping



GIS



Hydrology/Hydraulics



Inspection



Intersections



Modeling



Protective Relay



Regulation



Right of Way



Roads



Site Development



Stormwater



Streambanks



Structure



Substations



Survey



Trails/Sidewalks



Water Storage



Water Distribution



Water Treatment



Wastewater Collection



Wastewater Treatment

Allgeier Martin has 150+ employees. The firm consists of Civil and Electric Power divisions.

The average tenure of AMA Professional Engineers is 14 years.

The average tenure of AMA technical staff is 12 years.

The U.S. Bureau of Labor Statistics reports that A/E staff tenure averages 5.2 years. (USDOL-22-1894)



## Civil Division

- 21 Professional Engineers
- 5 Engineers-In-Training
- 3 Registered Land Surveyors



## Electric Power Division

- 17 Professional Engineers
- 11 Engineers-In-Training
- 2 Registered Land Surveyors



## Support Services

- Right-of-Way/Easement Negotiators
- Construction Inspectors
- Full Service Print Shop

*We strive for personal service delivered by your most trusted advisor.*



# CHRIS ERISMAN, P.E.

First Vice President, Civil Engineer | [chris.erisman@amce.com](mailto:chris.erisman@amce.com)



City Engineering



Water Treatment



Water Distribution



Wastewater Collection



Wastewater Treatment



Site Development

## Professional Experience

Chris Erisman has been with Allgeier Martin since 1996, and is currently the firm's First Vice President. The benefits of hiring Chris include his experience with municipal water and wastewater systems. Chris is a good communicator who understands the budget constraints and political sensitivities of public utilities. He is a liaison with federal, state and city regulatory agencies. Chris also knows the critical funding sources available and associated guidelines.

## Leadership

As the First Vice President and part of the firm's leadership team, Chris mentors young engineers and provides oversight on numerous projects. He also leads the firm's marketing initiatives and provides quality control over Allgeier Martin's brand message.

## Education



## P.E. Registrations



## Memberships



## Regulatory Experience



## Funding Experience



### Joplin High School Campus

Joplin, MO

Project management for Site Engineering  
Planning/design of new 66-acre high school  
New facility approx. 475,000 sqft  
Includes facilities for football, soccer, baseball, softball, track & tennis including separate practice facilities  
Athletic facility surfacing comprised of synthetic/natural surfacing & post-tension concrete  
School District purchased additional property adjacent to campus during redevelopment  
Assisted vacating roadways, utilities & easements  
Assisted District in conducting public meetings



### Cornell Performing Arts Center

Joplin, MO

New venue requires parking layout  
Utility coordination/planning  
Stormwater mitigation/water quality design standards  
Construction phase services



### Dover Hill Elementary School

Joplin, MO

Worked with District, community groups, Architect & Construction evaluating sites  
Provided cost estimates for new facility  
Worked on conceptual layout as property contained substantial elevation changes/potential access challenges  
Develop site plan to maximize use of site  
Balanced site grading challenges/provided access at multiple locations  
Extend water, sanitary sewer, gas, & electricity  
Stormwater detention/conveyance  
Entrance roadways, retaining walls & site grading



ALLGEIER, MARTIN and ASSOCIATES, INC.  
Consulting Engineers



# MICHAEL KEATON, P.E.

Vice President, Civil Engineer | michael.keaton@amce.com



Transportation



Stormwater



Wastewater



Site Development



City Engineering

## Professional Experience

Michael Keaton has been with Allgeier Martin since 2007, and provides engineering for Transportation, Stormwater, Wastewater and Site Development projects. Michael has gained tremendous knowledge in project management and excels in both public and private engineering markets. Michael is well-versed in site development and sidewalk projects, both of which require a careful balance between efficiency, quality, and coordination with existing infrastructure.

## Education



## P.E. Registrations



## Memberships



## Regulatory Expertise



## Funding Expertise



## On-Call Engineering Services

Carl Junction, MO  
Duquesne, MO

Wyandotte Nation, OK



## Sidewalk and Trail Improvements

### Carl Junction, MO

Extend Thom's Station Trail/Route Z sidewalk improvements  
Funding from American Recovery and Reinvestment Act and Surface Transportation & Transportation Alternatives Program funds  
Included some federal funds



## White Park Trail Phase 2

### Aurora, MO

Connected Pate Elementary to White Park  
2,500' of 10' wide multi-use concrete/asphalt trail  
- Below grade crossing of busy roadway  
- Existing box culvert under Carnation Dr. required replacement  
Provided safety and culvert doubles as stormwater conveyance



## Sidewalk Improvements

### Neosho, MO

ADA upgrades to sidewalks from Morse Park to Playground  
2,820' concrete/reclaimed brick sidewalk  
Driveway replacements, Curb ramps, striping & signage  
Sidewalk replaced in front of Neosho National Fish Hatchery  
Bordered by historic rock wall along E. McKinney St. (Hwy 86)  
ADA upgrades while maintain historic aesthetics  
Partly funded with federal money  
Coordination with MoDOT & U.S. Fish and Wildlife Service





**JOSHUA SANDERS, P.E.**  
*Design Engineer | josh.sanders@amce.com*



Intersections



Roads



Site Development



Stormwater



Trails/Sidewalks



CAD



Inspection

### Professional Experience

Joshua Sanders joined Allgeier Martin in 2024 with experience ranging from municipal roadway design and land development to construction inspection and project management on federally funded infrastructure projects. He has played a key role in the design, inspection, and construction administration of a wide range of projects, including roadway rehabilitations, bridge replacements, parking lots, intersection reconstructions, sidewalks and trails, and stormwater system upgrades. With considerable experience in AutoCAD Civil 3D, Josh has developed detailed construction drawings, surface models, and bid packages, while also managing on-site inspections, contractor coordination, and quality assurance. He has led design efforts on complex multi-phase developments and has taken an active role in the design and construction of many TAP grant-funded projects, ensuring compliance with federal requirements. His ability to lead both design and field operations has made him a valuable contributor to complex, multi-disciplinary engineering projects.



#### Austin Boulevard Sidewalks Phase I and II Nevada, MO

TAP grant funded project within MoDOT Right-of-Way  
 4,100 LF of new 5' wide concrete sidewalk  
 APS installation at signalized intersections  
 Right-of-way acquisition



#### CRMC Neighborhood Improvements Coffeyville, KS

4,900 LF of full-depth roadway reconstruction with aggregate base, curb & gutter, ADA ramps, concrete intersections & stormwater improvements  
 4,000 LF of mill and overlay on two-lane collector road  
 Public involvement meetings



#### Joplin Street Bridge Replacement Sarcoxie, MO

117 LF of double 12' x 9' reinforced concrete box culvert  
 BRO federally funded project using MoDOT specifications  
 Includes guardrail, riprap, stormwater piping, asphalt paving, fencing, and right-of-way acquisition



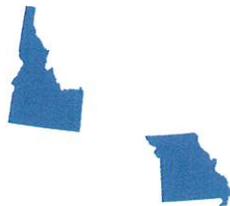
#### Commerce Drive Chillicothe, MO

3,200 LF of concrete pavement with curb and gutter for industrial park access  
 Concrete intersection adjacent to railroad  
 Stormwater analysis and design  
 Construction in progress

### Education



### P.E. Registrations



### Memberships



### Regulatory Expertise



**ALLGEIER, MARTIN and ASSOCIATES, INC.**  
 Consulting Engineers



## TAP-4800(705) Austin Blvd Sidewalks - Phase 2

Nevada, MO

### BACKGROUND

Currently, pedestrians are walking, biking, and traveling by motorized wheelchair using the existing roadway shoulder along Austin Blvd. to access businesses for basic goods and services. The main purpose of the proposed project is to provide a safe, pedestrian friendly corridor that enhances the community and provides an alternative mode of transportation to these businesses.

### ACTIVITIES

This proposed phase connects sidewalks in downtown Nevada to a sidewalk near Walmart and other businesses. By providing sidewalks in this location, a continuous connection between the East Austin Blvd Bridge and South Barrett St is achieved. The City has set aside funding to complete a portion of the sidewalk improvements. Phase 1 will be City-funded and constructed through MoDOT permit approval. Phase 1 consists of 4,740 lineal feet of 5'-wide concrete sidewalk. Phase 2 would include TAP funding if approved.

The Centennial/Austin & Barrett/Austin intersections project would be Phase 2 of a larger sidewalk enhancement project meant to connect existing sidewalks to business. The overall sidewalk extension generally consists of 6,343 lineal feet of 5-foot-wide concrete sidewalk extending from the East Austin Boulevard Bridge over railroad to South Barrett Street near Walmart.

### TECHNICAL DESIGN

Intersections of Centennial Blvd. & Austin Blvd. and Barrett St. & Austin Blvd

- 1,603 LF of 5'-wide concrete sidewalk
- pedestrian crossings & push button controls
- refuge islands, ADA ramps
- Widened right turn lane
- Misc ADA improvements
- Phase 2 of a sidewalk enhancement project with 6,343 LF of 5'-wide concrete sidewalk extending from the East Austin Blvd Bridge over railroad to South Barrett St near Walmart.

### REFERENCE

Gary Edwards  
gedwards@nevadamo.gov  
417.448.5532

### ENGINEERING TEAM

Chris Erisman, PE - Principal  
Blake Watson, PE - Manager  
Josh Sanders - Engineer  
Rick Smith - Project Rep



### **TAP-9900(793) Gulf St & 7th St Sidewalk Improvements**

Lamar, MO

#### **BACKGROUND**

The City of Lamar identified the need to enhance pedestrian accessibility and safety along Gulf Street and 7th Street, particularly for local residents and students accessing nearby schools. Much of the existing sidewalk infrastructure was outdated or non-compliant with current ADA standards, prompting the City to take a proactive approach toward creating a more connected and pedestrian-friendly environment. Their commitment to improving walkability and infrastructure reflects a strong investment in the daily experience and long-term well-being of the community.

#### **ACTIVITIES**

To help advance the City's goals, they hired Allgeier, Martin and Associates, Inc. to provide engineering design services tailored to the project's scope and priorities. This work includes site planning, layout of ADA-compliant sidewalks, accessible curb ramp design, utility coordination, and traffic control planning to ensure safety throughout construction. The team has also prepared detailed construction drawings and technical specifications to support a smooth transition into the construction phase. As the project progresses, Allgeier Martin remains committed to supporting the City in delivering safe, functional, and inclusive improvements.

#### **TECHNICAL DESIGN**

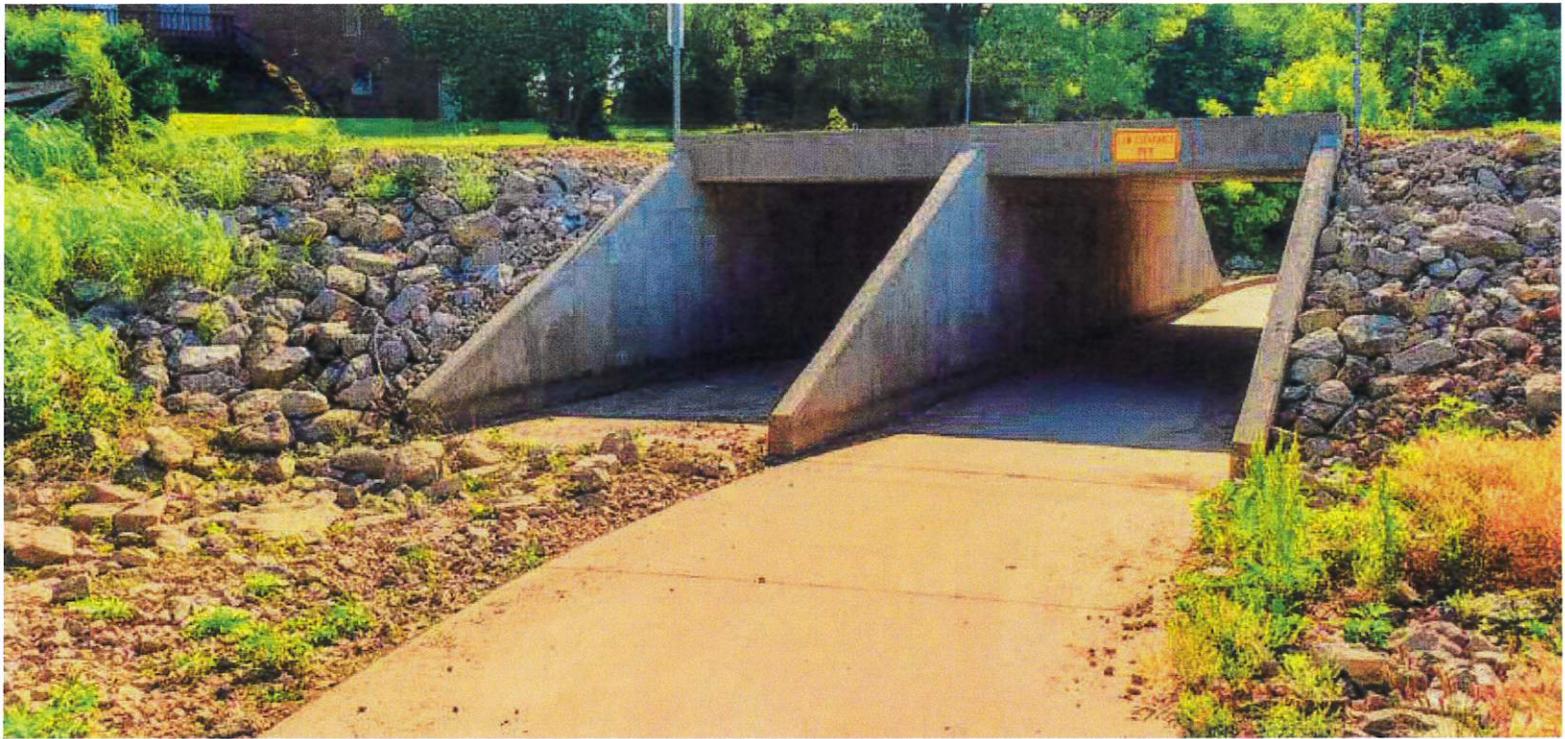
- 2,160 LF of sidewalk
- ADA-compliant curb ramps
- Integration with existing utilities and driveways
- MoDOT Standard Specifications
- MoDOT RER process
- Property acquisition in compliance with the Uniform Act

#### **REFERENCE**

Rusty Rives  
City Administrator  
rives@lamarmo.gov  
719.336.1364

#### **ENGINEERING TEAM**

Michael Keaton, PE - Manager  
Joshua Sanders, PE - Engineer  
Scott Dunlap - Design Technician



## White Park to Crosby Park Trail

Aurora, MO

### BACKGROUND

The City of Aurora had issues with students and residents crossing Carnation Drive to get to White Park. White Park consists of several baseball and softball fields, as well as tennis courts. A number of homes and the Pate Early Childhood Center sit west of Carnation Drive. An overall plan was created to construct a multi-phased pedestrian corridor that extends from the Pate Early Childhood Development Campus, through White Park, to Robinson Elementary, to a City-Planned Recreational and Aquatic Park, to Crosby Park and ultimately southward to a Business District. The purpose is to provide a safe, pedestrian friendly alternative mode of transportation for residents, while enhancing the recreational benefits of the Aurora community.

### 2025

The next phase of the plan required connecting Robinson Elementary School to Crosby Park. This section will generally consist of 3600 Lineal Feet of 10-foot-wide concrete

sidewalk. Curb ramps and crosswalks that comply with current ADA guidelines will be installed. Storm sewer improvements will be made along West South St, South Harrison Ave, and East Hadley St to facilitate construction of the path.

### ACTIVITIES

#### 2016

Allgeier Martin provided design and construction phase services to extend the White Park walking trail to the childhood center. The trail alignment made use of an existing box culvert to transport pedestrians and cyclists under Carnation Drive. The project was completed in 2016 with funding from the Federal Highway Administration.

#### 2025

The City hired Allgeier Martin to again design an extension of this trail. The corridor is located in a densely populated residential area and will be used as a backbone for future sidewalk improvements.

### TECHNICAL DESIGN

#### 2016

- Approx. 2,500' of 10' wide pedestrian/bicycle trail
- Pavement asphalt except for concrete portion approaching & under box culvert
- Partial grant funding from Federal Highway Administration
- Constructed completed in 2016
- Funded in part by MoDOT LPA
- Engineers Estimate: \$306,050
- Final Cost: \$304,362.80

#### 2025

- 3600 LF 10' wide concrete, ADA-compliant sidewalk
- In Design Phase
- Engineers Estimate: \$700,875
- Stormwater considerations

### REFERENCE

Carrie Howlett  
Interim City Manager  
417.678.5121  
chowlett@auroramogov

### ENGINEERING TEAM

Michael Atkinson, PE - Principal  
Michael Keaton, PE - Manager



## Route Z/Pennell St. Sidewalk Improvements

Carl Junction, MO

### BACKGROUND

The City of Carl Junction witnessed regular pedestrian travel along Route Z from students and the general public. Residents were forced to either walk on the roadway shoulder or in the grass along the back side of the ditch. This became a significant safety concern for the City.

### ACTIVITIES

Allgeier Martin provided design and construction engineering services for the addition of sidewalk from Memorial Park to Temple St., including driveways, curb ramps, and crosswalks. The project also included the installation of a reinforced concrete box culvert, curb and gutter, storm sewer inlet and piping, and asphalt paving. The project is part of a long-range master plan that connects City Hall to area schools, the commercial district, various residential areas, and Thom's Station Trail.

From 2010-2018, AMA has assisted Carl Junction with \$1.2 million in sidewalk and trail improvements. Projects have been completed in phases over the years and provided key connections.

### TECHNICAL DESIGN

- Grant application & MODOT permitting
- Topographic/boundary surveying
- Stormwater management
- Utility relocation
- Construction inspection services
- Concrete field-tested materials
- Installed 4,000' of 5'-8' concrete sidewalk
- Funded in part with Federal funds from MoDOT's Surface Transportation Program
- Engineer-of-Record Phase I: Kurt Higgins
- Engineer-of-Record Phases II-IV: Michael Keaton
- Engineer Estimate: \$1,166,422
- Final Construction: \$953,520

### REFERENCE

Steve Lawver  
 City Administrator  
 417.649.7237  
 cjced@carljunction.org

### ENGINEERING TEAM

Kurt Higgins, PE - Principal  
 Michael Keaton, PE - Engineer



### McKinney, Hamilton & Park Sidewalks

Neosho, MO

#### BACKGROUND

The City of Neosho saw a need to connect Morse Park, the National Fish Hatchery, and a local playground with sidewalks. Some areas had sidewalks and others did not. Most of the existing sidewalks were non-compliant.

#### ACTIVITIES

Allgeier Martin provided design and construction phase services for the installation of over 2,820 lineal feet of sidewalks. Included in the design was the removal and replacement of existing brick sidewalks for part of the project. The brick sidewalks were designed to be ADA compliant. The sidewalk in front of the Fish Hatchery paralleled a historic rock wall. Careful consideration was given to the design of the improvements to limit/avoid disturbance of the rock wall while still meeting ADA requirements.

#### TECHNICAL DESIGN

- Removed/replaced approx. 2,820 LF concrete/brick sidewalk
- Concrete driveway apron replacements
- Truncated domes
- Small retaining wall/ramp
- Traffic control, vegetative restoration, & pavement marking
- Engineer's Estimate: \$219,757.50
- Bid \$181,720
- Final Construction: \$183,332.50
- Completed in 2015
- Partially funded by Federal Highway Administration

#### REFERENCE

Nate Siler  
Public Works Director  
417.451.8050

#### ENGINEERING TEAM

Michael Atkinson, PE - Principal  
Michael Keaton, PE - Manager



### **Bike & Pedestrian Trail STP-4700(709) Federal Aid Project**

Neosho, MO

#### **BACKGROUND**

Neosho wished to connect several city amenities with a walk and bike trail. They also wanted to connect Morse Park to several parking areas and the Neosho National Fish Hatchery.

#### **ACTIVITIES**

Allgeier Martin was selected to provide design engineering and construction inspection services for a bike and pedestrian trail along Hickory Creek. The trail stretched between East Spring Street and McKinney Street. Allgeier Martin worked with City personnel to determine the most desirable route. After exploring several options, the City selected a trail route that provided connectivity from the Neosho National Fish Hatchery to other parking areas and existing trail heads within the Morse Park area.

#### **TECHNICAL DESIGN**

- 2,414 LF of 10'-wide concrete paved trail

#### **REFERENCE**

Nate Siler  
Public Works Director  
417.451.8050  
nsiler@neoshomo.org

#### **ENGINEERING TEAM**

Michael Atkinson, PE - Principal  
Michael Keaton, PE - Manager

# Workload & Availability

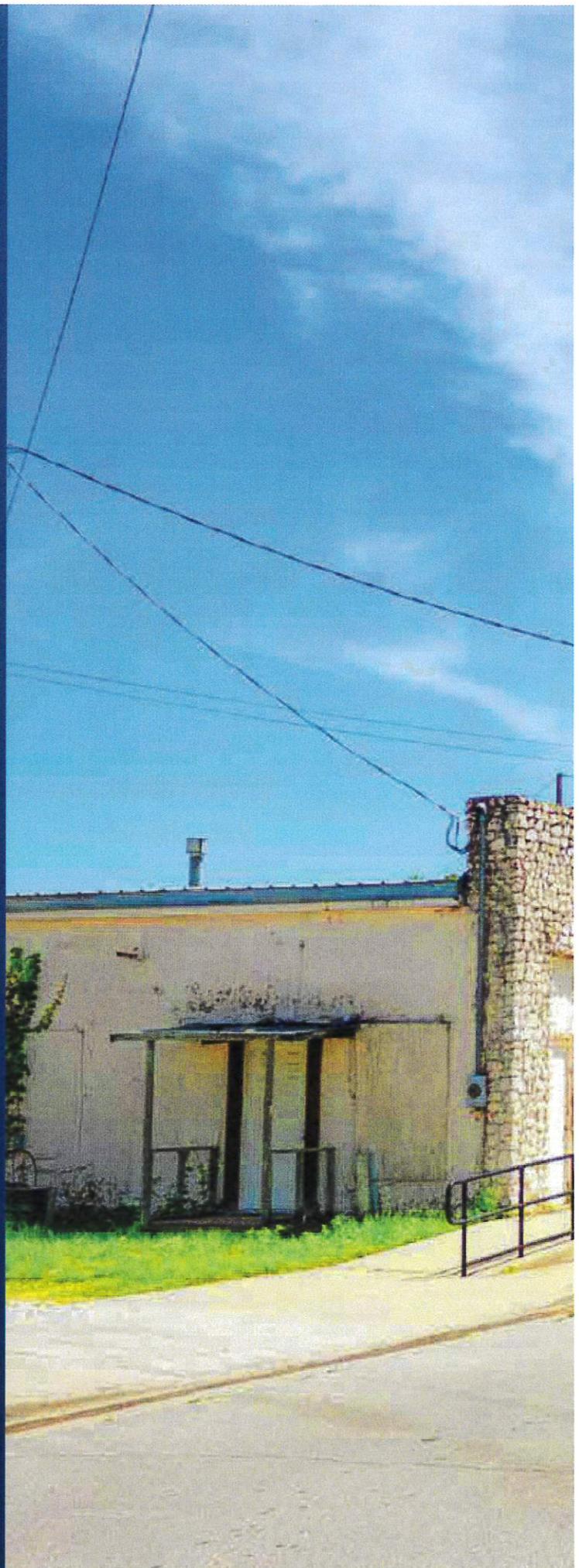


| Name               | Team Role       | Current Projects | Current Time Committed | Projected 2026 Projects | Projected 2026 Time Committed |
|--------------------|-----------------|------------------|------------------------|-------------------------|-------------------------------|
| Chris Erisman, PE  | Principal       | 15               | 75%                    | 12                      | 60%                           |
| Michael Keaton, PE | Design Manager  | 9                | 80%                    | 9                       | 75%                           |
| Joshua Sanders, PE | Design Engineer | 5                | 90%                    | 3                       | 25%                           |

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**SPONSOR: City of Nevada, Missouri**

**LOCATION: N. Ash St. Nevada, Missouri**

**PROJECT: N. Ash St. Sidewalk Improvements – Phase 1, TAP -9901(707)**

*THIS CONTRACT* is between the City of Nevada, Missouri, hereinafter referred to as the "Local Agency", and Allgeier Martin and Associates, Inc. located at 7231 East 24<sup>th</sup> Street, Joplin, Missouri, 64804 hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program (TAP) coordinated through the Missouri Department of Transportation, the Local Agency intends to construct sidewalks along N. Ash St. from Atlantic St. to approximately 600 feet south of Atlantic St. and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

See Attachment A

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
  
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| <u>DBE FIRM<br/>NAME,<br/>STREET AND<br/>COMPLETE<br/>MAILING<br/>ADDRESS</u> | <u>TYPE OF<br/>DBE<br/>SERVICE</u> | <u>TOTAL \$<br/>VALUE OF<br/>THE DBE<br/>SUBCONTRACT</u> | <u>CONTRACT<br/>\$ AMOUNT<br/>TO APPLY<br/>TO TOTAL<br/>DBE GOAL</u> | <u>PERCENTAGE<br/>OF<br/>SUBCONTRACT<br/>DOLLAR VALUE<br/>APPLICABLE TO<br/>TOTAL GOAL</u> |
|---|------------------------------------|--|--|--|
|---|------------------------------------|--|--|--|

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

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

- A. PS&E Approval by MODOT shall be completed on October 1, 2026.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$2,078.08**, with a ceiling established for said design services in the amount of **\$17,071.19**, which amount shall not be exceeded.
- B. Construction inspection services: To be determined at time of letting.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 97.7104% 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 59.4972% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

#### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve

the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

| <u>Sub-Consultant Name</u> | <u>Address</u> | <u>Services</u> |
|----------------------------|----------------|-----------------|
|----------------------------|----------------|-----------------|

None

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

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

#### **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

#### **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the

Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

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

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with

Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations 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 race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

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

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

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

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

**Project No. TAP -9901(707)**

Executed by the Engineer this 24th day of December, 2025.

Executed by the City this 14th day of January, 2026.

**FOR: CITY OF NEVADA, MISSOURI**

**BY: Carol Branham**  
Carol Branham, Mayor

**ATTEST: Cynthia Dye**  
Cynthia Dye, City Clerk

**FOR: ALLGEIER MARTIN AND ASSOCIATES, INC.**  
Consulting Engineer

**BY: Michael Keaton**  
Michael Keaton, P.E., Vice President

**ATTEST: Chris Erisman**  
Chris Erisman, P.E., First Vice President

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.

 1/14/26  
CITY FINANCE OFFICER

## ATTACHMENT A

### Scope of Services

- A. **DESIGN PHASE** - The Engineer will: (The following scope of services and associated fee is based upon an alignment that has been predetermined during the City's grant application process.)
1. determine the needs of the City for the project;
  2. submit preliminary plans, estimates, and studies for review by the City, Missouri Department of Transportation (MoDOT), and Federal Highway Administration (FHWA);
  3. based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications, and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by City's forces, if any.;
  4. insure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA), if necessary;
  5. it is assumed that a Categorical Exclusion (CE) will be granted for this project, if historic preservation of the structure or cultural resource investigations are required, the engineer will make arrangements with the Missouri Department of Natural Resources, and appropriate and qualified firms to insure compliance with historic and/or archeological preservation under a supplemental agreement for additional services following establishment of a scope of work pursuant to this endeavor;
  6. provide the City with three sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Federal Highway Administration.
  7. Upon receipt of Construction Authorization from the Missouri Department of Transportation, make final revisions resulting from reviews from agencies involved, and provide ten copies of plans, specifications, and Bid Documents to the City.
  8. provide the City with a list of qualified area bidders and assist the City in advertising for bids; and
  9. assist the City in evaluating bids and requesting concurrence in award from MoDOT.
- B. **CONSTRUCTION PHASE – TO BE DETERMINED AT TIME OF LETTING**

**ATTACHMENT B**

**ESTIMATE OF DESIGN COST**

| <b>DESIGN PHASE</b>                          | <b>HOURS</b> | <b>RATE</b>    | <b>EXTENDED COST</b>      |
|--|--------------|----------------|---------------------------|
| <u>Final Design Phase</u>                    |              |                |                           |
| Engineer IV                                  | 6            | \$94.00        | \$564.00                  |
| Engineer II                                  | 24           | \$60.00        | \$1,440.00                |
| Designer-Technician II                       | 24           | \$41.00        | \$984.00                  |
| Secretary/Word Processor                     | 10           | \$29.00        | \$290.00                  |
| <u>Bidding</u>                               |              |                |                           |
| Engineer IV                                  | 6            | \$94.00        | \$564.00                  |
| Engineer II                                  | 24           | \$60.00        | \$1,440.00                |
| Secretary/Word Processor                     | 10           | \$29.00        | \$290.00                  |
| <b>Subtotals</b>                             | <b>104</b>   |                | <b>\$5,572.00</b>         |
| Labor Overhead, Est. @                       |              | 97.7104%       | <b>\$5,444.42</b>         |
| Gen. & Admin. Overhead, Est. @               |              | 59.4972%       | <b>\$3,315.18</b>         |
| <b>Total Labor and Overhead</b>              |              |                | <b>\$14,331.61</b>        |
| Fixed Fee                                    |              |                | <b>\$2,078.08</b>         |
| <b>Total Labor, Overhead &amp; Fixed Fee</b> |              |                | <b>\$16,409.69</b>        |
| <u>Other Direct Costs</u>                    |              |                |                           |
| Printing (S.F.)                              | 1350         | \$ 0.49 per SF | \$661.50                  |
| <b>Subtotal Direct Costs</b>                 |              |                | <b>\$661.50</b>           |
| <b>CONTRACT CEILING FOR DESIGN PHASE</b>     |              |                | <b><u>\$17,071.19</u></b> |

## ATTACHMENT C

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

## ATTACHMENT D

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

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#### 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/epl/s/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.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

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

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

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

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

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

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

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

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

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

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

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

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

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

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
- I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

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

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

**Firm Name (Consultant):** Allgeier, Martin and Associates, Inc.

**Project Owner (LPA):** City of Nevada, Missouri

**Project Name:** N. Ash St. Sidewalk Improvements – Phase I

**Project Number:** TAP – 9901(707)

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.

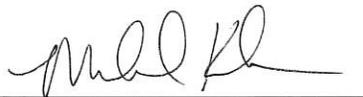
City of Nevada, Missouri

Allgeier, Martin and Associates, Inc.

Printed Name: Carol Branham  
Mayor

Printed Name: Michael Keaton, P.E.  
Vice President

Signature: 

Signature: 

Date: 1-14-2026

Date: December 24, 2025