

SPONSOR: City of Columbia
LOCATION: Columbia, Missouri
PROJECT: NAE 2116505 I-70 Business Loop Corridor Study

THIS CONTRACT is between *City of Columbia, Missouri*, hereinafter referred to as the "Local Agency", and *Great River Associates, Inc., DBA – Great River Engineering*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Neighborhood Access and Equity* program, coordinated through the Missouri Department of Transportation, the Local Agency intends to complete a study of the I-70 Business Loop corridor between Stadium Boulevard and Eastland Circle and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the study, 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 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>
Goetz Group, LLC 4009 Holly Hills Blvd St. Louis, MO 63116	Engineering	\$133,175.00	\$133,175.00	100%

ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

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

ARTICLE V - PERIOD OF SERVICE

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

- A. Final Study, Preliminary Plan and Stormwater Master Plan approval by MODOT shall be completed by December 31, 2028.

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 the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$209,664.87 with a ceiling established for said design services in the amount of \$2,623,500.00, which amount shall not be exceeded.
- B. Construction inspection services are not included in this agreement.
- 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 182.37% 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, general administrative overhead, based on the Engineer's system for allocating indirect cost in accordance with sound accounting principles and business practices, plus
 - 3. Facilities Capital Cost of Money Rate of 0.55% of actual salaries in Item 1.
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

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

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Goetz Group, LLC	4009 Holly Hills Blvd. St. Louis, MO 63116	Engineering
Engineering Surveys & Services (ES&S)	1113 Fay St Columbia, MO 65201	Stormwater Engineering
Vireo	414 Oak St., Suite 101 Kansas City, MO 64106	Landscape Architecture Public Engagement

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual

hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

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

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

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

ARTICLE XX – INSURANCE

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

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- F. Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.
- G. Additional Insured Engineer agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."
- H. Waiver of Subrogation Engineer agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit Engineer to enter into an pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

ARTICLE XXI – NO WAIVER OF IMMUNITIES

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

ARTICLE XXII – ATTACHMENTS

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

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

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 7 day of May, 2025.

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

FOR: CITY OF COLUMBIA, MISSOURI

BY: _____
De'Carlton Seewood, City Manager

APPROVED AS TO FORM:

ATTEST: _____
City Clerk, Sheela Amin

BY: _____
Nancy Thompson, City Counselor

FOR: Great River Associates, Inc., DBA – Great River Engineering

BY:  _____
SPENCER JONES Title **PRINCIPAL**

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. Account No. 44008830-604023 00923

Matthew Lue, Director of Finance

Attachment A Scope of Services

Project Description:

The planning grant project will address corridor analysis, masterplan development, and preliminary plan preparation for a future street design for all modes of transportation enhancement project of approximately 3.75 miles of the I-70 Business Loop from the intersection with Stadium Boulevard east to Eastland Circle. The study will include improving safety for both motorized and non-motorized users, improving accessible multimodal operations, providing aesthetics along the corridor, and improving economic vitality.

City Provided Information Requirements:

City will provide the Consultant with all available corridor-related information including but not limited to:

- GIS Data
 - Parcel Information
 - Parcel Shape Files
 - Owner Name
 - Copies of Deeds (filing records)
 - Utility Information
 - Atlas (Shape files)
 - Easement records
 - Storm System Information
 - Atlas (Shape Files)
 - Easement records
- Existing Surveys
 - Boundaries
 - Plats
 - Topographic Surveys
 - Utility As-builts
 - Road As-builts
 - Storm As-builts
- Previous Studies
 - I-70 LOOP Corridor Plan
 - Safety Studies
 - Crash Records
 - Development - Traffic Impact Studies along corridor for past 5 years
 - MODOT traffic and preliminary studies
 - Corridor ROW Plans
 - Stormwater
 - Storm Water Watershed Studies and Models
 - City Facility SWPP plans with Permit limits
 - Known Flooding records along the corridor and related watersheds
 - Sanitary sewer backup records
- City Budget Information

- Demographic Information along corridor
 - Population
 - Income
- Economic Studies
- Planning Studies
 - Comprehensive plan with Updates
 - Overlay Districts along corridor
 - Current design standards with known proposed changes.

Project Administration:

- ENGINEER will provide a dedicated project manager to perform the following activities and provide the following deliverables:
- Project Schedule - Prepare an initial project schedule to be submitted upon receipt of Notice to Proceed. An update to project schedule and progress summary report will be submitted monthly. It is understood that the Final Study, Preliminary Plans and Stormwater Master Plan approval by MODOT shall be completed by December 31, 2028.
- Project Coordination - A Project Coordination meeting will be conducted monthly from Notice to Proceed through Final Design. Project Coordination meetings may be conducted in-person or by teleconference as directed by the Local Agency/MoDOT.
- Project Management Plan (PMP) - A PMP will be completed which outlines how the project will be executed. The PMP will be provided to all members of the project team. The PMP will address at a minimum:
 - Project goals
 - Project team responsibilities
 - Communication processes
 - Design standards and criteria
 - Change management process
- Project Invoicing - Project invoicing will be completed monthly and will include MoDOT LPA Progress Invoices.

Statement of Work:

The planning grant will study the I-70 Business Loop Corridor between Stadium Boulevard and Eastland Circle for a future street design for all modes of transportation enhancement project. The study will address the planning and design elements needed to move the I-70 Business Loop Corridor project forward to construction and revitalize a long-neglected area. It is anticipated that most of the roadway improvements will be placed within the existing right of way. The additional right of way and easement acquisition that will be required to complete the improvements will be completed as a separate contract. It is further understood that the environmental permitting clearance will be completed as a separate contract.

The study will include:

- Engaging in community outreach
- Evaluation of the environmental items related to the NEPA review process
- Evaluation of conceptual alternatives
 - Street design for all modes of transportation implementation (vehicles, pedestrians, and bicyclists)
 - Access management
 - Intersection improvements
 - Stormwater improvements
 - EV charging stations optimal locations
 - Streetscape and beautification elements
- Development of preliminary (30%) plans
- Development of a stormwater master plan

ENGAGING IN COMMUNITY OUTREACH:

ENGINEER will develop a Community Engagement Plan that serves as the “playbook” for meaningful community participation. The plan will describe:

- Goals for awareness building and engagement
- Central messaging to reach the broadest audience possible
- Outreach tools that inform and collect feedback from community members
- Communications strategies
- A project contact list of stakeholders as provided by the Loop Community Improvement District (CID)

ENGINEER will implement the final Community Engagement Plan in coordination with the City and the CID. Once the Community Engagement Plan is finalized, the following items will be developed and coordinated as part of implementing it:

- Messaging to the Project Contact List
 - Since the CID maintains the contact list, they will send out all meeting notices. The ENGINEER will assist in crafting the messages and strategize with the City and CID on timing of specific message delivery.
- Steering Committee Meetings
 - Coordinate with the City and CID to review the previously established Steering Committee that included business owners, residents, and community stakeholders, and add MoDOT representative to the Committee. The ENGINEER will creatively engage the group through multiple methods, such as real-time polling, walking tours, and visioning activities.

- Coordinate three (3), interactive steering committee meetings. The first will involve a virtual tour of the study area and the group will explore issues, challenges, opportunities, and engagement strategies. The second meeting will be an interactive workshop centered on visioning and improvement concepts. The third meeting will outline the preferred direction.
- The agenda for the meetings will include the following items: project overview, status, findings, potential improvements, Steering Committee Report, and other items. The ENGINEER will develop email invitations, prepare presentation materials, staff the meeting, and summarize the feedback for all three meetings.
- Small Group/Neighborhood Meetings
 - Such meetings are anticipated to occur during each group's regularly scheduled meeting date and time (but within the timeframe of the project). The ENGINEER will provide the CID with digital copies of the presentation materials developed for the Steering Committee meetings and request that they then share the materials with their respective groups, including neighborhood associations, business/economic development organizations, and others. The ENGINEER will also ask Steering Committee members to share the comments they receive at future Committee meetings as a standing agenda item (re: Steering Committee Report).
 - The CID will identify key neighborhood groups, schools, or business associations that should be consulted directly by ENGINEER. ENGINEER will attend up to four (4) of these focused meetings.
- Public Events
 - Coordinate two (2) rounds of public engagement. The first round will focus on visioning and concepts. The second will focus on the preferred direction. ENGINEER will conduct the two, traditional public meetings or up to four "pop-up" public meetings. For each round, one (1) public meeting could be conducted or two (2) "pop-up" meetings could be conducted. The traditional public meetings would be scheduled and held at community spaces determined in partnership with the City staff members and CID. With the "pop-up" meetings, the ENGINEER would bring project materials to key gathering spots and community events.
 - Develop email invitations, prepare presentation materials, staff the "pop-ups," and summarize the feedback gathering during them. The City and CID will develop press releases and social media announcements for them. The email campaigns will utilize the contact list developed by the CID. ENGINEER will also assist the City and the CID with reviewing content to be posted on the agencies' social media accounts and reviewing press releases as needed.
- Online Commenting
 - The city will use the city's website: BeHeardCoMo.com site to collect online commenting during the project.

DEVELOPMENT OF A STORMWATER MASTER PLAN (SWMP):

Master Plan Analysis

ENGINEER will use LiDAR based DTM surface models to identify total combined primary and secondary (overflow) runoff capacities.

ENGINEER will prepare a hydrologic/hydraulic (H/H) model which will be used to identify regional/watershed based optimized detention basin and conveyance element improvements for incorporation into the overall stormwater system masterplan. Analysis will be limited to sub-basins that are most likely to be beneficially impacted by a regional stormwater management approach to encourage economic development along the corridor. The model will be used to identify improvement element requirements, such as minimum acre-feet of storage and minimum conveyance flow rates for storm system improvements outside the business loop corridor. H/H Model analysis will include:

- A base line undeveloped runoff condition,
- Volumetric benefits of onsite vs regional detention,
- Conveyance limitations impacting proposed improvements,
- Identification of benefits to critical downstream locations and known flooding issues.

Master Plan Preparation

ENGINEER will develop a Stormwater Management Master Plan (SWMMP) that will identify storm water conveyance and management facilities to serve proposed redevelopment in the corridor watersheds. These areas may include regional stormwater management, as well as local, site storm water management facilities that can provide a combination of both quantity and quality.

- Evaluation of stormwater buyout in the redevelopment areas will be assessed as part of a separate project. The buy-in rates and process would be developed as a part the creation of a corridor redevelopment overlay district.
- ENGINEER will prepare exhibits of the watersheds served including limits of redevelopment area, proposed locations and approximate sizes of proposed master plan improvements, and conveyance improvements needed.
- A master plan narrative report will also be completed describing these items and including a preliminary opinion of costs for budgetary planning. This narrative report will include:
 - Ongoing maintenance of the proposed alternatives.
 - A required Level of Service for redevelopment within each watershed.
 - Identify general right of way and/or easement needs for improvements.

- Recommended storm system design standards for incorporation into corridor redevelopment requirements.
- Water quality measures proposed in coordination with City of Columbia’s MS4 permit.

EVALUATION OF ENVIRONMENTAL ITEMS RELATED TO THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REVIEW PROCESS:

ENGINEER will complete the Request for Environmental Review (RER) on behalf of the city, the Local Public Agency (LPA). The RER initiates Missouri Department of Transportation (MoDOT) environmental and historic preservation (EHP) staff’s review of the project to determine the appropriate NEPA classification. The EHP specialist will notify ENGINEER, on behalf of the LPA, of the project’s classification as well as other environmental permits and clearances the LPA must obtain when the project moves to construction. It is anticipated that the project will receive a CE or CE2 Determination.

EVALUATION OF CONCEPTUAL ALTERNATIVES:

Features to be studied will include a street design for all modes of transportations design, intersection improvements, bike lanes and pedestrian connection improvements, aesthetic improvements, and storm water improvements. The intent of the improvements studied will strive to reinvigorate the corridor, connect several historically disadvantaged and underserved communities, and support a growing network of community services, education opportunities, and commercial centers along the corridor.

- Topographic Base Map

ENGINEER will conduct research and perform field data collection surveys to prepare a topographic base map for use in design of the project. The base map will be generated from data collected by aerial drone surveys and ground surveys. All survey positional data shall be based on the Missouri Coordinate System of 1983, Central Zone (scaled to ground) and the North American Vertical Datum of 1988. The topographic base map shall incorporate and depict the following:

- Existing roadway improvements including pavement and aggregate surfaces, culverts and other drainage structures, driveways and entrances, fences, visible above-ground utility features, underground utility lines as marked on the surface by others, buildings and associated improvements, mailboxes along roadway, improved landscape areas.
- Existing road right-of-way lines, based on record documents provided by the Local Agency and/or those discovered by the ENGINEER while conducting standard research, along with existing right-of-way monuments found in the field and verified by survey.
- Approximate property lines intersecting the existing roadway, based on deed descriptions, and available record surveys and found monuments or apparent lines of possession.
- Property ownership information including record title owner name, address, and source of title document (book and page of recorded document).

- Existing easements which are plottable based on record documents provided by the Local Agency and/or discovered by the surveyor while conducting standard research.
- Ground elevation contours at a vertical interval of one foot (terrain model constructed from LIDAR data obtain by aerial drone and ground surveys) and spot elevations on critical features such as sewer and drainage structures.
- Survey control points and benchmarks established for the project with horizontal coordinates and elevations.

- Stormwater System Evaluation

ENGINEER will review existing storm sewer infrastructure along the corridor in preparation of producing a 30% preliminary plan set for the Business Loop 70 corridor. Much of this work will be done in conjunction with the Stormwater Master Plan elements. The purpose of this review will be to confirm the capacity of the system within the corridor limits and directly downstream. Corridor analysis will include both inlet capacities and storm sewer conveyance of the network. Analysis will identify improvements necessary to accommodate stormwater discharges from the project corridor.

ENGINEER will complete stormwater solutions analysis for a maximum of two (2) corridor concepts. Storm system improvements included in the Business Loop 70 corridor 30% improvement set will be designed to correlate with the watershed masterplan proposed improvements.

ENGINEER will coordinate concept analysis and design with geometric, traffic and landscape and placemaking design.

ENGINEER will recommend Standards for conveyance via project design memorandum.

ENGINEER will provide prime ENGINEER exhibits for the proposed improvements during the Conceptual Alternatives Analysis phase and Preliminary Design stage for Utility Coordination.

- Street design for all modes of transportation (vehicles, pedestrians, and bicyclists)

ENGINEER will provide a primary, secondary and tertiary level analysis of the I-70 Business Loop corridor. Master plan analysis will be based on available GIS data and a compilation of previous area studies completed by the City of Columbia, Boone County, and the Missouri Department of Transportation.

- Primary level analysis will involve areas directly connected and adjacent to the I-70 Business Loop roadway. Primary level analysis features will lead directly to preliminary plan design elements.
- Secondary level analysis will involve areas and parcels not connected directly to the I-70 Business Loop, but that are directly connected to streets that do connect to the business loop and which are within approximately 1 block (200') of the Business Loop. Secondary level analysis focus will be on the impact of adjacent parcel development and redevelopment on the primary roadway corridor

and connectivity to the primary corridor. Preliminary plans may or may not include infrastructure improvement elements for secondary level areas.

- Tertiary level analysis will involve areas outside the immediate Business Loop corridor, but which have an impact on the traffic and infrastructure along the corridor. Key tertiary level areas will include connecting transportation and other infrastructure corridors which cross the Interstate 70 cordon. Tertiary level analysis will evaluate elements and areas for improved connectivity and developmental traffic impact on the primary corridor. Preliminary plans will not include improvements to tertiary level elements or corridors.

The master plan analysis area for the study will extend from the Stadium Drive Intersections with Interstate 70 Dr SW and I-70 Business Loop to Eastland Circle. The I-70 Business Loop master plan will provide an integrated analysis of primary through tertiary level corridor transportation modes, capacities and demands, access management, intersection improvements along with other corridor related infrastructure systems including drinking water, sanitary sewer, power and communication utility system, stormwater needs and demands. ENGINEER will not provide utility or non-transportation element growth or demand projections, but will only collect, collate, and coordinate Utility-provided information with the proposed transportation element improvements.

ENGINEER will develop conceptual plans for key intersections and other elements along the corridor and compile them into a compiled recommended corridor for consideration by the stakeholders. The conceptual design process will include key stakeholder interaction to develop feedback for the final recommended corridor improvement. The ENGINEER will incorporate and coordinate its corridor analysis with the City's Economic Development corridor analysis. Conceptual plan analysis elements will include traffic growth analysis, safety and intersection improvements and alternative analysis including roundabouts, lane designations, turning movements, pedestrian and vehicular access management, as well as PROWAG and ADA accessibility.

- Traffic and Safety Analysis

ENGINEER will review current traffic analysis reports for projected traffic volumes. ENGINEER will rely on traffic counts and road network safety audit information provided by the City from its Safety Audit Consultant.

ENGINEER will coordinate all intersection analysis and design with the city's Safety Audit Consultant. Safety Audit Consultant will provide capacity and safety analysis for intersection improvements along the corridor. Additionally, the Safety Audit Consultant will provide capacity and safety analysis for the following secondary intersections will be modeled to evaluate potential capacity and safety impacts to the corridor:

- Clark Lane and Paris Road Intersection
- Herford Rd and Paris Road Intersection
- Garth and East Texas Road Intersection
- Interstate 70 DR SW and Stadium Dr. Intersection

- Streetscape Master Plan Concepts & Visioning

ENGINEER will prepare Streetscape Master Plan Concepts (2 total) based upon input received through the community engagement process, multidisciplinary technical analysis and the goal of creating a street design for all modes of transportation, to include, but not be limited to:

- Multi-modal transportation recommendations such as: pedestrian & bicycle connections, transit readiness, traffic calming features, number of lanes reduction, lane width reduction, and improved vehicular traffic circulation.
- Improved access to surrounding neighborhoods.
- Entry gateway and corridor gathering node concepts (plan view).
- Conceptual streetscape planting plans, including locations for stormwater improvements, shade trees and planting beds.
- Conceptual design for special streetscape identity elements throughout the corridor (includes opportunities for special lighting, logo signage, banners, architectural elements, etc.)

I-70 Business Corridor Study – Design Memorandum:

Master planning will conclude with the preparation of an I-70 Business Corridor Study Design Memorandum. The Design Memorandum will be presented to City Council. The Design Memorandum will serve as the design guide throughout the remainder of the corridor development process. Specifically:

- The Design Memorandum will include definitions of the I-70 Business Loop corridor development goals and standards to be used for development of primary, secondary and tertiary area district recommendations. The design memorandum will not establish the overlay district. It will provide the design parameters and basis for its development.
- The Design Memorandum will identify primary corridor infrastructure design standards to be used including capacity improvements, target speeds, safety audit recommendations to incorporate, placemaking and beautification guidelines, charging station locations, stormwater improvements, landscape and bio-basin improvements, along with documentation of corridor design exceptions required for existing standards.
- The Design Memorandum may identify regional non-primary corridor infrastructure elements for separate project design and construction including:
 - Regional Active transportation connection points and extensions
 - Additional proposed EV Charging Station Locations
- This Design Memorandum will summarize the proposed improvements and benefits to each watershed in accordance with the Stormwater Master Plan. The Design Memorandum will:
 - Document the basis for element sizes, alignments and materials
 - Identify the design standards used.
 - Identify design exceptions to the City's standards

DEVELOPMENT OF PRELIMINARY (30%) PLANS:

ENGINEER will design the pavement, horizontal geometry, safety improvements, intersections, signal warrant analysis, sidewalk, shared-use path and stormwater drainage improvements along the primary corridor. It is not anticipated that significant roadway profile adjustments of the corridor will be required and grading adjustment designs will be provided with site grading plans and spot elevations. Plans will include profiles of any storm system improvements. A preliminary design probable construction cost estimate will also be developed and submitted with this phase. The preliminary plans and estimation of probable costs will be submitted to the City and to MoDOT for review.

Preliminary Design Plans will consist of the following elements along the primary corridor and within I-70 Business Loop Right of Way:

- Existing Conditions
- Plan Layout
- Utilities/Coordination
- Intersection Layouts
- Access Management
- Pedestrian Crossings
- Stormwater Plan Layout
- Preliminary ROW
- Grading
- Placemaking
- Landscape Design
- NEPA determination
- Preliminary Specialty specifications

Stormwater Preliminary Plans

Upon selection of a preferred alternative, ENGINEER will prepare preliminary engineering plans and supporting analysis documentation and drainage area maps. These plans will specifically include storm system plan layout and preliminary grading for estimation of probable costs. Water quality measures will be proposed in coordination with CITY's MS4 permit. These plans will identify potential right of way and easements needed to complete the corridor improvements.

Utility Coordination – ENGINEER will coordinate and conduct preliminary utility coordination activities including notification of utilities, provide plans and documentation to the utilities, plan and conduct utility coordination meetings, to develop strategies to best accommodate utilities on the project.

Right-of-Way:

ENGINEER will prepare preliminary right of way plans depicting proposed new permanent right of way requirements, new utility/drainage easement requirements and minimum temporary construction easement areas. Final right of way acquisition document preparation will be accomplished in a future project.

Attachment B
Summary of Estimated Costs
Engineering Services

PROJECT ADMINISTRATION					
Total Direct Salaries:			Hours	Rate	Cost
	Engineer		300	\$ 65.00	\$ 19,500.00
	Administrative		40	\$ 25.00	\$ 1,000.00
	Project Manager		400	\$ 68.00	\$ 27,200.00
	Surveyor		80	\$ 33.00	\$ 2,640.00
	Drafting Technician		80	\$ 40.00	\$ 3,200.00
	Total		900		\$ 53,540.00
Overhead Rate		182.37%			\$ 97,640.90
Fixed Fee		12.93%			\$ 19,547.69
FCCM Rate		0.55%			\$ 294.47
	Project Administration Total				\$ 171,023.06
ENGAGING IN COMMUNITY OUTREACH					
Total Direct Salaries:			Hours	Rate	Cost
	Engineer		80	\$ 65.00	\$ 5,200.00
	Administrative		25	\$ 25.00	\$ 625.00
	Project Manager		150	\$ 68.00	\$ 10,200.00
	Drafting Technician		50	\$ 40.00	\$ 2,000.00
	Total		305		\$ 18,025.00
Overhead Rate		182.37%			\$ 32,872.19
Fixed Fee		12.93%			\$ 6,581.01
FCCM Rate		0.55%			\$ 99.14
	Community Outreach Total				\$ 57,577.34
EVALUATION OF ENVIRONMENTAL ITEMS RELATED TO NEPA REVIEW PROCESS					
Total Direct Salaries:			Hours	Rate	Cost
	Engineer		210	\$ 50.00	\$ 10,500.00
	Administrative		60	\$ 25.00	\$ 1,500.00
	Project Manager		140	\$ 68.00	\$ 9,520.00
	Drafting Technician		120	\$ 40.00	\$ 4,800.00
	Total		530		\$ 26,320.00
Overhead Rate		182.37%			\$ 47,999.78
Fixed Fee		12.93%			\$ 9,609.55
FCCM Rate		0.55%			\$ 144.76
	Environmental for NEPA Review Total				\$ 84,074.09

EVALUATION OF CONCEPTUAL ALTERNATIVES				
Total Direct Salaries:		Hours	Rate	Cost
	Land Surveyor	100	\$ 60.00	\$ 6,000.00
	Land Surveyor	550	\$ 48.00	\$ 26,400.00
	Land Surveyor	650	\$ 42.00	\$ 27,300.00
	Drone Pilot	200	\$ 48.00	\$ 9,600.00
	Engineer	875	\$ 65.00	\$ 56,875.00
	Engineer	800	\$ 50.00	\$ 40,000.00
	Administrative	400	\$ 25.00	\$ 10,000.00
	Engineer	950	\$ 45.00	\$ 42,750.00
	Project Manager	800	\$ 68.00	\$ 54,400.00
	Drafting Technician	1100	\$ 40.00	\$ 44,000.00
	Total	6425		\$ 317,325.00
Overhead Rate	182.37%			\$ 578,705.60
Fixed Fee	12.93%			\$ 115,856.76
FCCM Rate	0.55%			\$ 1,745.29
	Conceptual Alternatives Total			\$ 1,013,632.65
DEVELOPMENT OF PRELIMINARY (30%) PLANS				
Total Direct Salaries:		Hours	Rate	Cost
	Engineer	450	\$ 65.00	\$ 29,250.00
	Engineer	600	\$ 50.00	\$ 30,000.00
	Engineer	600	\$ 50.00	\$ 30,000.00
	Administrative	80	\$ 25.00	\$ 2,000.00
	Project Manager	350	\$ 68.00	\$ 23,800.00
	Drafting Technician	1100	\$ 40.00	\$ 44,000.00
	Total	3180		\$ 159,050.00
Overhead Rate	182.37%			\$ 290,059.49
Fixed Fee	12.93%			\$ 58,069.86
FCCM Rate	0.55%			\$ 874.78
	Preliminary (30%) Plans Total			\$ 508,054.13
Reimbursables:		Each	Rate	Cost
	Subconsultants - Stormwater			\$ 425,000.00
	Subconsultants - Community Engagement, Streetscape Master Plan, Pedestrian ADA evaluation			\$ 221,118.00
	DBE's - Pavement Marking, Intersection Design Coord., Audit coord			\$ 133,175.00
	Printing Fees			\$ 5,605.73
	Per Diem (M&IE)	30	\$ 68.00	\$ 2,040.00
	Per Diem (Lodging)	20	\$ 110.00	\$ 2,200.00
	Reimbursables Total			\$ 789,138.73
	CONTRACT TOTAL			\$ 2,623,500.00

Attachment B

DESIGN PHASE	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
<i>Engineering Surveys & Services - Storm Water Management</i>			
Firm Principal	<u>50</u>	<u>\$ 67.31</u>	<u>\$ 3,365.50</u>
Senior Professional Engineer	<u>555</u>	<u>\$ 73.56</u>	<u>\$ 40,825.80</u>
Professional Engineer	<u>270</u>	<u>\$ 52.00</u>	<u>\$ 14,040.00</u>
Engineering Intern	<u>1425</u>	<u>\$ 35.00</u>	<u>\$ 49,875.00</u>
CAD Designer	<u>887</u>	<u>\$ 28.00</u>	<u>\$ 24,836.00</u>
Admin	<u>36</u>	<u>\$ 29.00</u>	<u>\$ 1,044.00</u>
SUBTOTAL	<u>3223</u>		<u>\$ 133,986.30</u>
<i>Payroll Overhead (Est. at</i>	<u>50.6</u>	<i>% X SUBTOTAL)</i>	<u>\$ 67,797.07</u>
General and Admin. Overhead (Est. at	<u>124.4</u>	<i>% X SUBTOTAL)</i>	<u>\$ 166,678.96</u>
TOTAL LABOR & OVERHEAD			<u>\$ 368,462.33</u>
<i>Fixed Fee</i>	<u>13.3</u>	<i>% X TOTAL LABOR & OVERHEAD)</i>	<u>\$ 49,005.49</u>
TOTAL LABOR, OVERHEAD & FIXED FEE			<u>\$ 417,467.81</u>
<i>Other Direct Costs</i>			
Printing, Postage, Misc.			<u>\$ 7,532.19</u>
SUBTOTAL DIRECT COSTS			<u>\$ 7,532.19</u>
TOTAL FOR DESIGN PHASE			<u>\$ 425,000.00</u>



Date: 4/19/2025
By: TMG

**City of Columbia
Business Loop Corridor Improvements
Scope of Services & Cost Estimate**

	Hours	Cost
Administration	36	\$ 2,600.00
Meetings	52	\$ 4,160.00
Pavement Marking & Signing	436	\$ 22,785.00
Safety Assessment Audit	42	\$ 3,140.00
Intersection Design	423.5	\$ 22,635.00
<hr/>		
Total Hours	989.5	\$ 55,320.00
Safe Harbor MoDOT Approved Overhead (Labor x 110%)		\$ 60,852.00
Fixed Fee [14% x (Labor + OH)]		\$ 16,264.08
		\$ 132,436.08
Other Direct Costs:		
Travel (264 miles/round trip*4 trips @ \$0.70/mile)		\$ 739.20
Subcontract Pass-Through Costs:		\$ -
	TOTAL COST	\$ 133,175.00

Schedule

- Kickoff meeting/gather information: Late Winter 2025-Spring 2025
- Community/stakeholder engagement: Spring 2025-Spring 2028
- Evaluation of conceptual alternative: Spring 2025-Spring 2026
- Analyze transportation impacts: Summer 2025-Fall 2025
- Evaluation of environmental items: Winter 2025-Fall 2026
- Development of stormwater master plan: Spring 2026-Spring 2028
- Development of preliminary plans: Spring 2026-Spring 2028

ATTACHMENT C

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/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

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/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): Great River Associates, LLC DBA - Great River Engineering

Project Owner (LPA): City of Columbia

Project Name: I-70 Business Loop Corridor Study

Project Number: NAE 2116505

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

Printed Name: Allison Anderson

Signature: 

Date: 5-7-25

Consultant

Printed Name: SPENCER JONES

Signature: 

Date: 5-7-25