SPONSOR: City of Columbia
LOCATION: Columbia, Missouri
PROJECT: TAP 2101513 Oakland Gravel Road Sidewalk Project

THIS CONTRACT is between *City of Columbia,* Missouri, hereinafter referred to as the "Local Agency", and *McClure Engineering,* hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *construct sidewalk along the west side of Oakland Gravel Road between Blue Ridge Road and Smiley Lane* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection 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 *4.0* % 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, *5.27* % 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:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Hg Consult, Inc 7733 N. Wallace Ave. Kansas City, MO 64158	Traffic Control Plan - Engineering	$4,850.00	$4,850.00	100%

ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

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

A. PS&E Approval by MODOT shall be completed on July 1, 2025.

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 $10,185.75 with a ceiling established for said design services in the amount of $86,178.15, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $762.03, with a ceiling established for said inspection services in the amount of $5,887.48, which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 66.63% 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 140.46% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

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

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-Consultant Name	Address	Services
Hg Consult, Inc	**7733 N. Wallace Ave. Kansas City, MO 64158**	**Traffic Control Plan**

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 15th day of January, 2024.

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

FOR: CITY OF COLUMBIA, MISSOURI

BY: _____ SSC
De'Carlon Seewood, City Manager

Date: _____ APPROVED AS TO FORM:

ATTEST: _____ By: _____
City Clerk, Sheela Amin Nancy Thompson, City Counselor

FOR: MCCLURE ENGINEERING

BY: _____
Title Team Leader

ATTEST: Ellen Waltjen

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 00897

_____
Matthew Lue, Director of Finance

Attachment A – Scope of Basic Services

Oakland January 15, 2024

TASK A. Concept Plans

Design Team Kickoff Meeting

1. Preliminary site visit
2. Prepare kickoff meeting agenda
3. Design team kickoff Meeting
4. Prepare kickoff meeting minutes

Information Collection

5. City LIDAR, aerial photo, GIS data
6. Existing utility data
7. Roadway plans (City)
8. Property ownership information & title information (Boone Central Title – 12 parcels)
9. Plats and surveys (County Records)

Prepare Design Criteria Memo

10. Prepare memo
11. Submit draft memo to Columbia Public Works (CPW)
12. Address CPW comments

Concept Plan

13. Prepare documents for NEPA programmatic Categorical Exclusion
14. Typical Cross Sections
15. Overall plan view drawings showing project limits
16. Plan view drawings showing initial grading limits and other details
17. Sidewalk connections
18. Coordinate with City Arborist
19. Interested Parties Meeting – Public Open House/Meeting
20. Report to document options and costs
21. Design team internal review -QA/QC
22. Progress meeting with CPW staff
23. Prepare progress meeting minutes
24. Address CPW Comments

TASK B. PRELIMINARY PLANS

Field Survey (completed prior to Concept Plans)

25. Set horizontal and vertical control
26. R/W and topographic survey
27. Utility location collection
28. Property monumentation collection
29. Drone aerial photogrammetry

30. Utility Coordination Meetings (2)
31. Prepare concept plan-profile drawings
32. Conduct meetings (2)
33. Prepare meeting minutes (2)

Prepare Preliminary Plans

34. Environmental Clearances:
    a. SHPO
    b. USACE 404 permit (Assumes Nationwide Permit)
    c. State Clearinghouse
    d. USFWS and MDC threatened and endangered species consultations
35. Title sheet
36. General notes sheet
37. Survey control points and layout sheet
38. Typical cross sections
39. Overall Plan View Sheets
40. Plan-Profile Sheets with grading limits
41. Coordinate with City Arborist
42. Temporary traffic control per MUTCD and construction phasing
43. Erosion control drawings and calculations
44. City of Columbia Standard Details
45. Cross sections every 50 feet and intersections/driveways
46. Field review
47. Opinion of Probable Cost
48. Design team internal review QA/QC
49. Present to CPW Staff
50. Address CPW & MODOT Comments

TASK C. RIGHT-OF-WAY PLANS

Easement Descriptions

51. Prepare Legal Descriptions (maximum of 12 parcels)
52. Individual Easement Displays
53. Respond to & coordinate with City Easement Acquisition Specialist

Prepare Right-of-Way Plans (same requirements of Preliminary Plans)

54. Title Sheet
55. Overall Plan View Sheet
56. Parcel Tabulation
57. Plan profile sheets with grading limits, easements/right-of-way labels
58. Design team internal review QA/QC
59. Present to CPW staff
60. Address CPW & MODOT comments

TASK D. FINAL PLANS, SPECS & ESTIMATES

Prepare Final Plans (After Right-of-way and easements are acquired)

61. Title sheet
62. General notes sheet
63. Summary of Quantities sheets
64. Survey control points and layout sheet
65. Typical cross sections
66. Overall plan view sheet
67. Plan-Profile sheets with grading limits
68. Driveways and Crosswalks
69. Coordinate with City Arborist
70. Temporary Traffic Control per MUTCD
71. Construction Phasing Plan
72. Erosion Control Drawings
73. Storm Water Pollution Prevention Plan (SWPPP using City blanket DNR permit)
74. City of Columbia Standard Details
75. Cross sections every 50 feet and intersections/driveways
76. Field Review
77. Send Final Plans to utility representatives for coordination
78. Opinion of Probable Cost and Bid Form
79. Technical specs and special provisions
80. Design Team internal review QA/QC
81. Present to CPW Staff (unsigned and unsealed)
82. Address CPW & MODOT Comments
83. Submit Final Plans (signed and sealed)

TASK E. BID PHASE SERVICES

84. Attend Pre-Bid Conference
85. Respond to Questions/Prepare Addendums

TASK F. CONSTRUCTION PHASE SERVICES

86. Attend Pre-Construction Meeting
87. Site Visits (three site visits included. All I other site visits will be Additional Services)
88. Review Shop Drawings and Materials Certifications
89. Attend substantial completion inspection (punch list)
90. Attend final inspection

TASK G. Project Management and Administration

91. General Communication with City and Project Team
92. Cost Control/Invoicing
93. Project Management and Schedule

ITEM	CITY OF COLUMBIA, MO OAKLAND GRAVEL SIDEWALK PROJECT (BLUE RIDGE TO SMILEY) MAN-HOUR ESTIMATE (BOTTOM-UP BUDGET) PROJECT NO. TBD	Eng V	Eng II	ET III	Intern	CC	2 MSC	PC	TOTAL MHS	(1) TOTAL LABOR	EXPENSES (2a) MILES $0.665/MI 0.665	(2b) SUBS COST	(2c) MISC $	(2) TOTAL EXPENSES
	Hourly Rate	$ 75.61	$ 39.72	$ 40.18	$ 23.00	$ 55.01	$ 65.21	$ 26.40						
A	**CONCEPT PLAN**													
	DESIGN TEAM KICKOFF MEETING													
	1. Preliminary site visit	1.0	1.0						2.0	$115.33	34.0			$22.61
	2. Prepare kickoff meeting agenda	1.0							1.0	$75.61				
	3. Design team kickoff Meeting	1.0	1.0	1.0		1.0	1.0		5.0	$275.71	34.0			$22.61
	4. Prepare kickoff meeting minutes		1.0						1.0	$39.72				
	INFORMATION COLLECTION													
	5. City LIDAR, aerial photo, GIS data		1.0	3.0			2.0		6.0	$290.93				
	6. Existing utility data	1.0	2.0	4.0					7.0	$315.70				
	7. Roadway plans (City)		2.0						2.0	$79.44				
	8. Property ownership information & title information (Boone Central Title – 12 parcels)					2.0			2.0	$110.01			$3,000.00	$3,000.00
	9. Plats and surveys (County Records)	1.0	1.0			1.0			3.0	$170.33				
	PREPARE DESIGN CRITERIA MEMO													
	10. Prepare memo	1.0	2.0						3.0	$155.05				
	11. Submit draft memo to Columbia Public Works (CPW)		1.0						1.0	$39.72				
	12. Address CPW comments	1.0	3.0						4.0	$194.76				
	CONCEPT PLAN													
	13. Prepare documents for NEPA programmatic Categorical Exclusion	1.0	4.0						5.0	$234.48				
	14. Typical Cross Sections		2.0	4.0					6.0	$240.09				
	15. Overall plan view drawings showing project limits		1.0	4.0					5.0	$200.38				
	16. Plan view drawings showing initial grading limits and other details		4.0	4.0					8.0	$319.53				
	17. Sidewalk connections	1.0	4.0	4.0					9.0	$395.14				
	18. Coordinate with City Arborist		2.0						2.0	$79.44				
	19. Interested Parties Meeting – Public Open House/Meeting	1.0	3.0						4.0	$194.76				
	20. Report to document options and costs	1.0	4.0						5.0	$234.48				
	21. Design team internal review -QA/QC	3.0				3.0			6.0	$391.85				
	22. Progress meeting with CPW staff	2.0	2.0						4.0	$230.66	34.0			$22.61
	23. Prepare progress meeting minutes	1.0	2.0						3.0	$155.05				
	24. Address CPW Comments	2.0	2.0	4.0					8.0	$391.32				
	TOTAL PHASE A	19.0	45.0	28.0		7.0	3.0		102.0	$4,929.17	102.0		3,000.0	$3,067.83
B	**PRELIMINARY PLANS**													
	FIELD SURVEY (PRIOR TO CONCEPT PLANS)													
	25. Set horizontal and vertical control					1.0	4.0		5.0	$315.84	17.0			$11.31
	26. R/W and topographic survey					2.0	14.0		16.0	$1,022.92	34.0			$22.61
	27. Utility location collection	1.0	4.0			2.0			7.0	$344.49	17.0			$11.31
	28. Property monumentation collection						14.0		14.0	$912.91	34.0			$22.61
	29. Drone aerial photogrammetry					14.0			14.0	$770.08	17.0			$11.31
	30. Utility Coordination Meetings (2)	2.0	4.0						6.0	$310.09	34.0			$22.61
	31. Prepare concept plan-profile drawings	2.0	2.0	12.0					16.0	$712.63				
	32. Conduct meetings (2)	2.0	4.0						6.0	$310.09	34.0			$22.61
	33. Prepare meeting minutes (2)	1.0	2.0						3.0	$155.05				
	PREPARE PRELIMINARY PLANS													
	34. Environmental Clearances:													
	a. SHPO	0.5	1.0						1.5	$77.52				
	b. USACE 404 permit (Assumes Nationwide Permit)	0.5	1.0						1.5	$77.52				
	c. State Clearinghouse	0.5	1.0						1.5	$77.52				
	d. USFWS and MDC threatened and endangered species consultations	0.5	1.0						1.5	$77.52				
	35. Title sheet		1.0	1.0					2.0	$79.88				
	36. General notes sheet		1.0	1.0					2.0	$79.88				
	37. Survey control points and layout sheet		1.0	1.0					2.0	$79.88				
	38. Typical cross sections		1.0	1.0					2.0	$79.88				
	39. Overall Plan View Sheets		1.0	2.0					3.0	$120.05				
	40. Plan-Profile Sheets with grading limits	1.0	2.0	8.0					11.0	$476.36				
	41. Coordinate with City Arborist		2.0						2.0	$79.44				
	42. Temporary traffic control per MUTCD and construction phasing	1.0							1.0	$75.61		$2,425.00		$2,425.00
	43. Erosion control drawings and calculations	1.0	2.0	4.0					7.0	$315.70				

ITEM		CITY OF COLUMBIA, MO OAKLAND GRAVEL SIDEWALK PROJECT (BLUE RIDGE TO SMILEY) MAN-HOUR ESTIMATE (BOTTOM-UP BUDGET) PROJECT NO. TBD	Eng V	Eng II	ET III	Intern	CC	2 MSC	PC	TOTAL MHS	(1) TOTAL LABOR	EXPENSES (2a) MILES $0.665/MI	(2b) SUBS COST	(2c) MISC $	(2) TOTAL EXPENSES
												0.665			
		Hourly Rate	$ 75.61	$ 39.72	$ 40.16	$ 23.00	$ 55.01	$ 65.21	$ 26.40						
	44.	City of Columbia Standard Details	1.0	2.0	4.0					7.0	$315.70				
	45.	Cross sections every 50 feet and intersections/driveways		4.0	6.0					10.0	$399.89				
	46.	Field review		2.0	2.0					4.0	$159.76	17.0			$11.31
	47.	Opinion of Probable Cost	1.0	4.0						5.0	$234.48				
	48.	Design team internal review QA/QC	3.0							3.0	$226.83				
	49.	Present to CPW Staff	2.0	2.0						4.0	$230.66	17.0			$11.31
	50.	Address CPW & MODOT Comments	2.0	2.0	4.0					8.0	$391.32				
		TOTAL PHASE B	22.0	47.0	46.0		19.0	32.0		166.0	$6,509.50	221.0	2,425.0		2,572.0
C		RIGHT OF WAY PLANS													
		EASEMENT DESCRIPTIONS													
	51.	Prepare Legal Descriptions (maximum of 18 parcels)	2.0	2.0	8.0	4.0				16.0	$643.97				
	52.	Individual Easement Displays			8.0					8.0	$321.32				
	53.	Respond to & coordinate with City Easement Acquisition Specialist	2.0	4.0						6.0	$310.09				
		PREPARE ROW PLANS													
	54.	Title Sheet			1.0					1.0	$40.16				
	55.	Overall Plan View Sheet			1.0					1.0	$40.16				
	56.	Parcel Tabulation			2.0					2.0	$80.33				
	57.	Plan profile sheets with grading limits, easements/right-of-way labels			6.0					6.0	$240.99				
	58.	Design team internal review QA/QC	3.0							3.0	$226.83				
	59.	Present to CPW staff	2.0	2.0						4.0	$230.66	17.0			$11.31
	60.	Address CPW & MODOT comments	1.0	2.0	4.0					7.0	$315.70				
		TOTAL PHASE C	10.0	10.0	30.0	4.0				54.0	$2,450.23	17.0			$11.31
D		FINAL PLANS, SPECS & ESTIMATES													
		PREPARE FINAL PLANS													
	61.	Title sheet			1.0					1.0	$40.16				
	62.	General notes sheet			1.0					1.0	$40.16				
	63.	Summary of Quantities sheets			4.0										
	64.	Survey control points and layout sheet			2.0					2.0	$80.33				
	65.	Typical cross sections			1.0					1.0	$40.16				
	66.	Overall plan view sheet			1.0					1.0	$40.16				
	67.	Plan-Profile sheets with grading limits			6.0					6.0	$240.99				
	68.	Driveways and Crosswalks			6.0					6.0	$240.99				
	69.	Coordinate with City Arborist		2.0						2.0	$79.44				
	70.	Temporary Traffic Control per MUTCD	1.0							1.0	$75.61		$2,425.00		$2,425.00
	71.	Construction Phasing Plan	2.0	2.0	4.0					8.0	$391.32				
	72.	Erosion Control Drawings	1.0	1.0	2.0					4.0	$195.66				
	73.	Storm Water Pollution Prevention Plan (SWPPP using City blanket DNR permit)	1.0	2.0						3.0	$155.05				
	74.	City of Columbia Standard Details	1.0	1.0	2.0					4.0	$195.66				
	75.	Cross sections every 50 feet and intersections/driveways			7.0					7.0	$281.15				
	76.	Field Review		2.0	2.0					4.0	$159.76				
	77.	Send Final Plans to utility representatives for coordination		2.0						2.0	$79.44				
	78.	Opinion of Probable Cost and Bid Form	1.0	4.0						5.0	$234.48				
	79.	Technical specs and special provisions	2.0	8.0					10.0	20.0	$732.91				
	80.	Design Team internal review QA/QC	4.0							4.0	$302.44				
	81.	Present to CPW Staff (unsigned and unsealed)	2.0	2.0						4.0	$230.66	17.0			$11.31
	82.	Address CPW & MODOT Comments	1.0	2.0	4.0					7.0	$315.70				
	83.	Submit Final Plans (signed and sealed)	2.0	2.0						4.0	$230.66				
		TOTAL PHASE D	18.0	30.0	43.0				10.0	97.0	$4,382.90	17.0	2,425.0		$2,436.31
E		BID PHASE SERVICES													
	84.	Attend Pre-Bid Conference	1.0	1.0						2.0	$115.33				
	85.	Respond to Questions/Prepare Addendums	2.0		4.0					6.0	$311.88				
		TOTAL PHASE D	3.0	1.0	4.0					8.0	$427.21				
G		PROJECT MANAGEMENT AND ADMINISTRATION													
	91.	General Communication with City and Project Team	4.0	4.0						8.0	$461.31				
	92.	Cost Control/Invoicing	3.0						6.0	9.0	$385.20				
	93.	Project Management and Schedule	4.0	4.0					4.0	12.0	$566.89				
		TOTAL PHASE D	11.0	8.0					10.0	29.0	$1,413.41				

CITY OF COLUMBIA, MO
OAKLAND GRAVEL SIDEWALK PROJECT (BLUE RIDGE TO SMILEY)
MAN-HOUR ESTIMATE (BOTTOM-UP BUDGET)
PROJECT NO. TBD

ITEM		Eng V	Eng II	ET III	Intern	CC	2 MSC	PC	TOTAL MHS	(1) TOTAL LABOR	EXPENSES (2a) MILES $0.665/MI	(2b) SUBS COST	(2c) MISC $	(2) TOTAL EXPENSES
											0.665			
	Hourly Rate	$ 75.61	$ 39.72	$ 40.16	$ 23.00	$ 55.01	$ 65.21	$ 26.40						
	TOTALS	83.0	141.0	151.0	4.0	25.0	36.0	20.0	456.0	22,112.4	357.0	4,850.0	3,000.0	8,087.4

DBE Subconsultant Hg Consultants $4,850
DBE Percent of Contract 5.27%
DBE Goal 4.00%

TOTAL LABOR	22,112.41
INDIRECT PAYROLL OVERHEAD (66.63%)	$14,733.50
GENERAL OVERHEAD (140.46%)	$31,059.09
EXPENSES	$8,087.41
FIXED FEE (15%)	$10,185.75
TOTAL - DESIGN	86,178.15
TOTAL - CONSTRUCTION	5,907.48
TOTAL PROJECT	92,085.63

ITEM	CITY OF COLUMBIA, MO ST CHARLES RD. SIDEWALK PROJECT (CLARK LN TO DEMARET DR) MAN-HOUR ESTIMATE (BOTTOM-UP BUDGET) PROJECT NO. 2023000517-000	Eng V	Eng II	ET III	PM III	CC	2 MSC	PC	TOTAL MHS	(1) TOTAL LABOR	EXPENSES (2a) MILES $0.665/MI	(2b) SUBS COST	(2c) MISC $	(2) TOTAL EXPENSES
											0.665			
	Hourly Rate	$ 75.61	$ 39.72	$ 40.16	$ 23.00	$ 55.01	$ 65.21	$ 26.40						
F	CONSTRUCTION PHASE SERVICES													
85	Attend Pre-Construction Meeting	2.0	2.0						4.0	$230.66	17.0			$11.31
86	Site Visits (three site visits included. All I other site visits will be Additional Services)	6.0	5.0						11.0	$852.25	17.0			$11.31
87	Review Shop Drawings and Materials Certifications	2.0	4.0						6.0	$310.09				
88	Attend substantial completion inspection (punch list)	2.0	2.0						4.0	$230.66	17.0			$11.31
89	Attend final inspection	2.0	2.0						4.0	$230.66	17.0			$11.31
	TOTAL PHASE F	14.0	15.0						29.0	$1,654.31	68.0			$45.22
	TOTALS	14.0	15.0						29.0	1,654.3	68.0			45.2

TOTAL LABOR	1,654.31
INDIRECT PAYROLL OVERHEAD (66.63%)	$1,102.27
GENERAL OVERHEAD (140.46%)	$2,323.85
EXPENSES	$45.22
FIXED FEE (15%)	$762.03
TOTAL - CONSTRUCTION PHASE SERVICES	5,887.48

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/epls/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): McClure Engineering

Project Owner (LPA): City of Columbia

Project Name: Oakland Gravel Road Sidewalk

Project Number: TAP 2101(513)

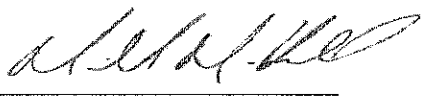
As the LPA and/or consultant for the above local federal-aid transportation project, I have:

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

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

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

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

LPA	Consultant
Printed Name: De'Carlon Seewood	Printed Name: Michael M. Hall, P.E., M.ASCE
Signature: _____	Signature: 
Date: _____	Date: 1/15/2024