AGREEMENT

For

PROFESSIONAL ENGINEERING SERVICES Between

THE CITY OF COLUMBIA, MISSOURI

And

GEORGE L. CRAWFORD & ASSOCIATES, INC., DBA CBB

THIS AGREEMENT made by and between the City of Columbia, Missouri (hereinafter called "City"), and **George L. Crawford & Associates**, **Inc.**, **dba CBB** (hereinafter called "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH, that whereas City intends to make improvements as described below, hereinafter called the Project, consisting of the following:

Engineering Services to develop a framework and process for a Pedestrian Level of Comfort (PLOC) map

(Description of Project)

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

Engineer shall serve as City's professional engineering contractor in those assignments to which this Agreement applies, and shall give consultation and advice to City during the performance of the services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Engineer shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by City. City may elect to authorize the Project as a whole or in parts.
- 1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of Engineer.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Basic Services," dated November 18, 2024 (hereinafter referred to as "Scope of Basic Services").

2.1.2 Engineer will designate the following listed individuals as its project team with responsibilities as assigned. Engineer shall dedicate whatever additional resources are necessary to accomplish the Project within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of Engineer without the written approval of City.

Name and Title
Shawn Leight, PE, PTOE, PTP (CBB)
Jeremy Linley PE, CFM (CDI)

Assignment
Project Manager
GIS Lead

All of the services required hereunder will be performed by Engineer or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City and any work or services so subcontracted shall be subject to the provisions of this Agreement.

- 2.2 Engineer shall furnish such periodic reports as City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.
- 2.3 Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by City to assure proper accounting for all project funds. These records must be available to City or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by City, and agreed to in writing by Engineer, Engineer shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation

Consult with City's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional engineering services being performed.

- 3.1.3 Obtaining Services of Others
- Provide through subcontract the services or data set forth in Scope of Basic Services. Engineer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.
- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services
 Services not specifically defined heretofore that may be authorized in writing by City.

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to City's requirements for the Project.
- 4.2 Assist Engineer by placing at Engineer's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Engineer's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Engineer and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
- 4.6 Designate **Richard Stone**, **P. E.**, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement. The City's designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to Engineer.
- 4.7 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Project.

- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.9 Furnish Engineer data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which Engineer may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by City authorizing services hereunder.
- This Agreement shall be applicable to all work assignments authorized by City subsequent to the date of its execution and shall be effective as to all assignments authorized.
- 5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **240** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

- 6.1.1 For services performed, City agrees to pay Engineer the sum of \$99,998.23, which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.
- 6.1.2 It is expressly understood that in no event will the total amount paid to Engineer under the terms of this Agreement, or any amendment thereto, exceed the sum set forth in paragraph 6.1.1 unless otherwise agreed to in writing between the parties in advance of the provision of such services.

6.2 Payments

6.2.1 Engineer shall submit an invoice to City for the percentage of services rendered to date under this Agreement not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Engineer for the services rendered, provided City does not contest the invoice.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 ENGINEER'S INSURANCE: Engineer agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer under this contract.

<u>Commercial General Liability</u> Engineer agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

<u>Professional Liability</u> Engineer agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, Engineer agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non- renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Engineer agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Engineer of the obligation to provide replacement coverage.

<u>Business Automobile Liability</u> Engineer agrees to maintain Business Automobile Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Engineer's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Engineer does not own automobiles, Engineer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation Insurance & Employers' Liability
Engineer agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Engineer shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Engineer. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall

be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the Engineer shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

<u>Excess/Umbrella Liability</u> The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

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."

<u>Waiver of Subrogation</u> 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.

<u>Certificate(s)</u> of <u>Insurance</u> Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Engineer shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Engineer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Engineer or a subcontractor for part of the services), of anyone directly or indirectly employed by Engineer or by any subcontractor, or of anyone for whose acts Engineer or its subcontractor may be liable, in connection with providing these services except as

provided in this Agreement. This provision does not, however, require Engineer to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

Engineer certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional engineer as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Engineer understands and agrees that the person personally in charge and supervising the professional engineering services of Engineer under this Agreement shall be licensed and authorized to practice engineering in Missouri, and that Engineer will keep and maintain a valid certificate of authority from APEPLSPLA.

- 7.2.2 Engineer will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions which are caused by Engineer's failure to comply with above standard, and which are reported to Engineer within one year from the completion of Engineer's services for the Project.
- 7.2.3 In addition, Engineer will be responsible to City for damages caused by its negligent conduct during its activities at the Project site or in the field.

7.2.4 Professional Oversight Indemnification

Engineer understands and agrees that City has contracted with Engineer based upon Engineer's representations that Engineer is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Engineer agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Engineer. Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

7.3 Estimates and Projections

Estimates and projections prepared by Engineer relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment as a design professional. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction

contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by Engineer.

7.4 On-Site Services

Project site visits by Engineer during construction shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.

7.5 Changes

City shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or any Vice President of Engineer.

7.6 Suspension of Services

Should City fail to fulfill its responsibilities as provided under Section 4 to the extent that Engineer is unduly hindered in Engineer's services or if City fails to make any payment to Engineer on account of its services and expenses within ninety (90) days after receipt of Engineer's bill therefor, Engineer may, after giving seven (7) days' written notice to City, suspend services under this Agreement until City has satisfied his obligations under this Agreement.

7.7 Termination

Services may be terminated by the City at any time and for any reason, and by Engineer in the event of substantial failure to perform in accordance with the terms hereof by City through no fault of Engineer, by ten (10) days' notice. If so terminated, City shall pay Engineer all uncontested amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of City's termination of this Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of City become its property.

Further, Engineer shall not be relieved of any liability to City for any damages sustained by City by virtue of any breach of this Agreement by Engineer and City may withhold any payments due Engineer for the purpose of set-off until such time as the exact amount of damages to City, if any, is determined.

7.8 Publications

Recognizing the importance of professional development on the part of Engineer's employees and the importance of Engineer's public relations, Engineer may

prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to Engineer's services for the Project. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to Engineer. City may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of Engineer's activities pertaining to any such publication shall be paid entirely by Engineer.

7.9 Nondiscrimination

During the performance of this Agreement, Engineer agrees to the following:

- 7.9.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Engineer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Engineer agrees to post notices in conspicuous places, available to employees and applicants for employment.
- 7.9.2 Engineer shall, in all solicitation or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
- 7.9.3 Engineer shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

City and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither City nor Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

Engineer's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

- 7.12 Compliance with Local Laws
 Engineer shall comply with all applicable laws, ordinances and codes of the state and city.
- 7.13 Law; Submission to Jurisdiction Governing
 This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.
- 7.14 Employment of Unauthorized Aliens Prohibited
- 7.14.1 Engineer agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- 7.14.2 As a condition for the award of this Agreement, Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Engineer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- 7.14.3 Engineer shall require each subcontractor to affirmatively state in its contract with Engineer that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall also require each subcontractor to provide Engineer with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, Engineer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

7.16 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.

7.17 Counterparts and Electronic Signatures

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7.18 Agreement Documents

This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work
В	Work Authorization Affidavit

In the event of a conflict between the terms and conditions of this Agreement and any exhibit hereto, the terms contained in this Agreement shall prevail and the terms contained in any exhibit shall subsequently prevail in the order attached hereto.

7.19 Entire Agreement

This Agreement represents the entire and integrated Agreement between Engineer and City relative to the Scope of Basic Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Engineer's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

		Ву:	De'Carlon Seewood, City Manager
		Date:	
ATTESTED BY:			
Sheela Amin, City	Clerk		
APPROVED AS TO	FORM:		
Nancy Thompson,	City Counselor		
CERTIFICATION:	appropriation to which	it is cha	ove expenditure is within the purpose of the arged, Account No. 44008830-604023 00896, and balance to the credit of such appropriation sufficient
		Ву:	Matthew Lue, Director of Finance
		Geor CBB	ge L. Crawford & Associates, Inc., dba
		Ву:	Shings
		Date:	12/19/2024
ATTEST:			
By: June	AL Nachin	_	
Name: V J W	INC WIMTIN	_	





Krista Shouse-Jones Vision Zero Coordinator Public Works Department City of Columbia - Missouri (573) 817-6446 krista.shouse-jones@como.gov

Exhibit A

November 18, 2024

Scope of Services for Pedestrian Level of Comfort Map City of Columbia, MO

Dear Mrs. Shouse-Jones:

Per your request, we have developed a scope of services and fee estimate for traffic engineering/modeling services to support a Pedestrian Level of Comfort map for the City of Columbia, Missouri. The objectives of this project are:

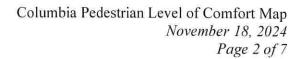
- 1. To support the City's efforts to work towards Vision Zero objectives with a focus on prioritizing equity and the safety of the most vulnerable road users.
- 2. To establish a methodology and process to create a comprehensive map that will inform prioritization for active transportation improvements and promote walkability.
- 3. To assess pedestrian infrastructure, environmental factors, safety, and accessibility to determine the comfort and safety of walking and rolling experiences.
- 4. To visualize PLOC scores on an interactive map easily accessible by citizens and City staff.
- 5. To encourage active transportation by creating comfortable, enjoyable, and accessible pedestrian environments for all residents.

Toward that end, the CBB team will complete the following tasks discussed below.

Task 1) Project Management – CBB Lead | CDI Support

CBB will manage the project schedule, budget, and organize meetings.

- **1.1) Project Administration:** CBB will administer contracts with the City and CDI and prepare invoicing and payment requests. The invoices will include financial reports, and expenditures.
- **1.2) Meetings and Coordination:** CBB will coordinate with the City's Core Team throughout the project through conference calls and meetings. Approximately 15, 2-hour meetings are anticipated. These meetings will be held bi-weekly and/or during key phases. Meetings may be held in person or via video conference. The following key phases are anticipated:
 - Kick-off (1 meeting)
 - Data collection (2 meetings)
 - Stakeholder events (4 meetings)
 - Map development (4 meetings)
 - Pilot testing (2 meetings)





- Final recommendations (1 meeting)
- Project wrap-up (1 meeting)

1.3) Documentation: CBB will prepare a written report to document assumptions, methods, and findings.

Task 2) Pedestrian, Bicycle, and Transit Level of Comfort (LOC) Framework Methodology Development – CBB Lead | CDI Support

The CBB team will develop a methodology to assess the level of comfort, safety, and ADA accessibility, along with other relevant factors for pedestrians, bicyclists, and transit users. CBB will develop this methodology by updating the Multi-Modal Level of Service Framework developed as a part of the 2055 CATSO Metropolitan Plan (MTP) update. CBB will provide Level of Comfort Frameworks for pedestrian, bicycle, and transit facilities. The Level of Comfort (LOC) framework will be comprehensive and tailored to the unique characteristics of Columbia. Adjustments from the CATSO 2055 MTP Level of Comfort Framework will be based on 1) feedback from city staff and project stakeholders and 2) the availability of data. The intent will be to create a framework that can pull data of record (e.g., existing GIS databases) as much as possible. It is anticipated that factors will be considered such as sidewalk width, historical safety data, surface conditions, ADA accessible infrastructure, shade availability, noise levels, lighting, and proximity to vehicular traffic.

Task 3) Stakeholder Engagement - CBB Lead | CDI Support

The CBB team will engage with relevant stakeholders including city staff, associated City commissions, community groups, and potentially the City Council to gather information about walking and rolling in the community. CBB will engage with project stakeholders during 3 phases in the project:

- Framework/Methodology Development / Data Collection (Tasks 2 and 4)
- Map Development/Pilot Project (Tasks 5 and 6)
- Final Recommendations/Toolkit Development (Tasks 7 and 8).

The list of stakeholders to be engaged will be developed in coordination with city staff. In each phase, the CBB team will:

- 3.1) Develop an invitation flyer for the meeting.
- 3.2) Distribute the flyer/invitation to stakeholders as identified by city staff.
- 3.3) Host a meeting (anticipated to be 1 to 2.5 hours) at City Hall or another facility identified by the city.
- 3.4) Develop a meeting summary.

Task 4) Data Collection - CDI Lead | CBB Support

The CBB team will collect data related to pedestrian infrastructure, safety, environmental factors, land use plans, relevant transportation plans, and ADA accessibility in pilot project area. Data collection activities will take place at varying levels throughout the duration of this project. The collected data will provide the foundation for assessing pedestrian comfort based on the above methodology and framework, as well as be integrated into the PLOC mapping



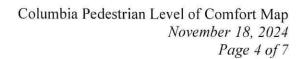


developed for the city. At the start of the project, the CBB team will meet with City staff including the GIS Department to acquire all existing PLOC related GIS data focused on the pedestrian infrastructure (streets, intersections, sidewalks, trails, transit, etc.), environmental factors, safety, and ADA accessibility within the city. As part of stakeholder engagement, additional data such as community records, transportation plans, land use plans, and safety data (MoDOT and/or MSHP) will be used to supplement the PLOC related data, as needed. Open source and available online GIS datasets such as economic/demographic (ACS) data or land cover/tree canopy (MRLC or USGS) data may also be leveraged to assist with the PLOC analysis and mapping. During the Pilot Project (See Scope of Work Item 6), further data collection will occur for the selected area(s) to verify and update infrastructure information of the sidewalks, crosswalks, lighting, and other pedestrian facilities, which will be conducted using a mix of desktop (data research/review or Google Streetview) and field assessments. To accomplish the above Data Collection services, the CBB team will perform the following scope items:

- 4.1) Meet with City Staff and GIS Department to Discuss & Request PLOC Related GIS Datasets.
- 4.2) Coordinate with City Staff and GIS Department to Collect PLOC Related GIS Datasets.
- 4.3) Review Received PLOC Related GIS Datasets to Identify Data Gaps & Additional Needs.
- 4.4) Obtain Supplemental Data/Information from Stakeholder Engagement & Feedback.
- 4.5) Import Open Source & Online GIS Datasets to Support PLOC Analysis and Mapping.
- 4.6) Coordinate with City Staff and GIS Department to Align PLOC Related Data with GIS Practices.
- 4.7) Collaborate with City GIS Department on PLOC GIS Data Types, Formats, and Sharing.

Task 5) Interactive PLOC Map Development - CDI Lead | CBB Support

The CBB team will develop an interactive and user-friendly map in collaboration with the City's GIS Department that displays pedestrian level of comfort scores, safety scores, and ADA accessibility information in the context of various factors. This map will allow the assessment of data to determine PLOC scores, identify comfort and safety issues, and evaluate various factors. The CBB team will initiate development of the Interactive PLOC mapping following the methodology and data collection efforts. The intent of the PLOC mapping is to help the City and Public rank and visualize the pedestrian facilities and networks throughout the City based on features like comfort, safety, accessibility, and other identified factors. Based on the developed framework, the GIS data structure (or schema) of the pedestrian facilities and networks will be modified to include the various factors, measures, metrics, and calculations used to assess the level of comfort for each feature. Data scripts and tools will also be developed to assist in the data attribution, spatial analysis, and/or scoring computations for PLOC mapping based on adjacent or related pedestrian features. The CBB team will then prepare DRAFT PLOC interactive mapping to review and discuss with City Staff, GIS Department, and Stakeholders. The DRAFT mapping will include the recommended PLOC scoring data layers of the various pedestrian facilities and networks using sample data results, in addition to the supporting and reference data layers used for the PLOC analysis. Based on



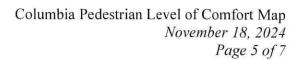


City and Stakeholder feedback (following the Engagement phase), the DRAFT PLOC mapping will be modified and/or updated to create unified PLOC data layers and messaging. The development and implementation of City Staff (internal) and Public (External) Interactive PLOC GIS mapping applications will then be conducted through ongoing coordination and collaboration with the City GIS Department. Secure and accessible City Staff GIS PLOC mapping applications through ArcGIS Online (AGO) Users & Groups will include an ESRI Web-Experience (or similar) portal for the review, planning, and management of pedestrian facilities and networks, as well as ESRI FieldMaps mapping for infrastructure field verification or updates. Openly accessible Public PLOC mapping applications will include an ESRI Web-Experience (or similar) for residents/visitors to explore, select, and navigate the city based on PLOC scores, features, and amenities. A publicly accessible ESRI Survey123 (or similar) app will also be deployed for residents/volunteers/partners to provide feedback and/or updates on the PLOC mapping and associated infrastructure. The proposed PLOC mapping applications will be further validated, tested, and refined as part of the subsequent Pilot Project work. To complete the above Interactive PLOC Map Development services, the CBB team will perform the following scope items:

- 5.1) Modify Data Schemas of PLOC GIS Datasets (Streets, Intersections, Sidewalks, Trails, & Transit).
- 5.2) Develop PLOC GIS Data Analysis & Computational Scripts and Tools.
- 5.3) Prepare DRAFT PLOC Interactive GIS Mapping Application for City & Stakeholder Review.
- 5.4) Update DRAFT PLOC Data Layer Visualizations/Messaging per City & Stakeholder Feedback.
- 5.5) Collaborate with GIS Department on Practices for Internal & External Mapping/Data Sharing.
- 5.6) Develop Internal City Staff PLOC Planning ESRI Web-Experience (or similar).
- 5.7) Deploy Internal City Staff PLOC ESRI FieldMaps app for Field Users.
- 5.8) Develop External Public PLOC ESRI Web-Experience (or Similar).
- 5.9) Deploy External Public ESRI Survey123 app for Residents/Volunteers/Partners.

Task 6) Pilot Project Implementation - CDI Lead | CBB Support

The CBB team will conduct a pilot project in a City-selected study area(s). The intent of the pilot project is to serve as "proof of concept" for testing the Interactive PLOC mapping and processes (methodology, analysis, and results) in real-world conditions and making any necessary adjustments before full-scale implementation. Rather than just one (1) selected study area, the CBB team also proposes the evaluation of three (3) selected corridors (or study areas) for the pilot project: 1) a corridor that is expected to result in good PLOC, 2) a corridor that is expected to result in moderate PLOC, and 3) a corridor that is expected to result in poor PLOC. During the pilot project, the CBB team will deploy a combination of data collection and validation techniques including both desktop and field (site visit) methods, as noted in the Data Collection phase. The pilot project will also serve as a tool for assessing the usability of the PLOC mapping and related applications, including coordination with City staff and beta testing with neutral party testers. The beta testers will include representatives from various community/volunteer groups, local advocacy organizations, and/or other stakeholders who are not directly involved in the project and can provide unbiased feedback on the PLOC mapping





functionality, ease of use, and overall effectiveness. Using insights from the pilot project and feedback from the beta testing, the CBB team will make any necessary adjustments to the PLOC mapping and processes. The adjusted PLOC Mapping and processes will then be applied to any areas with available data across the City to help initiate full-scale implementation. Following completion of the pilot project, the CBB team will prepare a detailed report documenting the findings, process refinements, and any recommendations for further PLOC improvements. Recommendations from the Pilot Project will be categorized into three (3) buckets: 1) Identified Areas with PLOC Data Gaps; 2) Identified Non-PLOC Feature Areas; and 3) Identified PLOC Areas with Below Target Results (where data is available). The CBB team will complete the following scope items to perform the Pilot Project services:

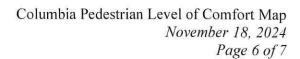
- 6.1) Select Pilot Project Study Areas (Good/Moderate/Poor PLOC Corridors) with City Staff.
- 6.2) Determine PLOC Infrastructure & Facilities associated with Defined Study Areas.
- 6.3) Perform Desktop Review and Updates of Study Area PLOC Infrastructure & Facilities.
- 6.4) Perform Field Visits and Updates of Required PLOC Infrastructure & Facilities in Study Areas.
- 6.5) Coordinate Pilot Project PLOC Mapping and Processes with City Staff for Access & Review.
- 6.6) Facilitate Beta Test Group PLOC Mapping & Applications Access, Use, and Training.
- 6.7) Gather & Summarize PLOC Mapping Feedback from City Staff and Beta Test Group.
- 6.8) Refine PLOC Mapping and Processes based on Pilot Project Insights & Feedback.
- 6.9) Apply PLOC Mapping and Processes to City-Wide PLOC Infrastructure & Facilities.
- 6.10) Provide Categorized Recommendations from Pilot Project & PLOC Datasets.
- 6.11) Prepare PLOC Pilot Project Summary Report for City Staff.

Task 7) Recommendations for the City to Improve Bike/Ped/Transit System – CBB Lead | CDI Support

CBB will provide recommendations for improvements based on the assessment, considering factors affecting pedestrian comfort, existing land use patterns, and identified issues. This may involve enhancing sidewalk conditions, improving crosswalk visibility and accessibility, and addressing lighting deficiencies in key areas. These recommendations will be designed to make the pedestrian experience safer and more comfortable, aligning with the City's Vision Zero goals. CBB will place a strong emphasis on enhancing ADA accessibility. Recommendations may include installing or upgrading curb ramps, tactile warning strips, and accessible pedestrian signals. Our goal is to create a pedestrian network that is inclusive and accessible to all. Recommendations will be compiled into a comprehensive final report. By focusing on targeted, actionable recommendations, CBB will provide the city with practical steps that can be taken to improve pedestrian comfort and safety in both the study area and, ultimately, across Columbia.

Task 8) Toolkit Development - CDI Lead | CBB Support

The CBB team will compile a toolkit for the City to use as part of continued PLOC efforts. The goal of the toolkit is to provide various resources for City staff to leverage in maintaining, updating, expanding, and/or revising the PLOC mapping and processes developed as part of this





project. The toolkit will include documentation of the applied methodologies and analysis used in the PLOC processes, as well as detailed user guides for collecting, viewing, editing, and using data from the multiple PLOC mapping applications, both internal & external. Defined GIS standards and data dictionaries will also be included in the toolkit, as well as developed GIS/spatial analysis scripts and tools used in calculating PLOC results for future updates. The CBB team will also confirm successful transfer and accessibility of the created PLOC mapping applications to the City GIS department as part of the City's AGO organization and data hub, including the various internal apps (Web-Experience & Field Maps) and external apps (Web-Experience & Survey123). All project reports, memos, and other project documents will also be included in the toolkit for future City use and reference. The CBB team will complete the following scope items to perform the Toolkit Development services:

- 8.1) Provide PLOC Processes Documentation (Methodologies, Data Collection, Analysis, & Scoring)
- 8.2) Prepare PLOC Mapping Applications User Guides (Internal/External Web-Experiences & Apps)
- 8.3) Share PLOC GIS Standards & Files (Data Dictionary, Schemas, Layer Files, and Map Files)
- 8.4) Deliver Developed GIS / Spatial Analysis Scripts & Tools to City GIS Department
- 8.5) Confirm Transfer & Access of Internal City PLOC Mapping Applications to City GIS Org/Hub
- 8.6) Confirm Transfer & Access of External Public PLOC Mapping Applications to City GIS Org/Hub
- 8.7) Compile PLOC Project Reporting Documents for City Staff

Final Deliverables and Digital Products

At the project's conclusion, the CBB team will deliver all final products and data to the City, ensuring they are in a format compatible with the City's existing systems and ready for use.

- Collection and review of relevant land use and transportation plans, notably the Columbia,
- Sidewalk Master Plan,
- Collection and analysis of available data to include existing pedestrian infrastructure
- Review and analysis of City, Missouri Department of Transportation (MoDOT), and Missouri,
- State Highway Patrol (MSHP) safety data,
- Review of available crash data with a focus on pedestrian crashes,
- Review any available pedestrian counts,
- Meetings with City to identify high vehicle-pedestrian conflict areas and site inspections, when/where necessary
- Identification of factors influencing pedestrian safety
- Comprehensive final PLOC Map and accompanying report.
- Provide all collected data sets, GIS layers, and analysis tools.
- Supply the toolkit for ongoing maintenance and updates by City staff.

Fees

We propose to perform the above scope of services for a fee not to exceed \$99,998.23, as is



Columbia Pedestrian Level of Comfort Map November 18, 2024 Page 7 of 7

detailed in the attachment.

Period of Service

CBB is ready to begin work upon City Council approval, with a project timeline extending six to eight months, as detailed in the attachment. We will ensure all deliverables are completed within this timeframe, allowing for any necessary adjustments.

We look forward to working with you on this project. Should there be any questions regarding this proposal, please contact me at (314) 922-3099 or Sleight@cbbtraffic.com.

Sincerely,

Shawn Leight, P.H., PTOE, PTP

Vice President

							CBB FI	E RFQL	AL 115	2024 PL	OC - Novem	her 18, 202												to the second
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4.2 Collect PLOC Related GIS Datasets	XX							
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8.6 Confirm Transfer & Access of External Public PLOC Mapping Applications to City GIS Org/Hub							1	2
8.7 Compile PLOC Project Reporting Documents for City Staff	1 1) \		

NOTICE TO VENDORS Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received

from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

CITY OF COLUMBIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530 RSMo (FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

County of ST. Louis
County of ST. Louis) State of Missove,) ss.
My name is Skinivaga 12. Yanamananananananananan I am an authorized agent of George L. Cranuford
4 Assur, Inc. don CBB (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.
Documentation of participation in a federal work authorization program is
attached to this affidavit.
Furthermore, all subcontractors working on this contract shall affirmatively state
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and
shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United
States.
Affiant & Spending
Printed Name
Subscribed and sworn to before me this 19th day of December , 20 24
Deune M. Miromonti Notary Public

DIANE M. MIROMONTI
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUN. 18, 2025
ID #13477607

JKNIGHT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

12/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Julie Knight							
Charles L. Crane Agency Co.	PHONE (A/C, No, Ext): (314) 444-4817	FAX (A/C, No): (314) 444-4970						
O0 Chesterfield Center Suite 100 Chesterfield, MO 63017 NSURED George L. Crawford & Associates, Inc., dba CBB 12400 Olive Boulevard, Suite 430	E-MAIL ADDRESS: jknight@craneagency.com							
	INSURER(S) AFFORDING COVERA	GE NAIC#						
	INSURER A: Twin City Fire Insurance Co.	29459						
INSURED	INSURER B : Hartford Accident & Indemni	ty 22357						
George L. Crawford & Associates, Inc., dba CBB	INSURER C: Hartford Ins Company of the	SE 38261						
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Saint Louis, MO 63141	INSURER E :							
	INSURER F:							

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR		TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	
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								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
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В	A117	OTHER:						COMBINED SINGLE LIMIT	\$	1,000,000
_	X	(2.00 - 0.			0411504 45040	40/04/0004	40/04/0005	(Ea accident)	\$.,,,,,,,,,
	^	ANY AUTO OWNED SCHEDULED			84UEGAA5243	12/31/2024	12/31/2025	BODILY INJURY (Per person)	\$	
		AUTOS ONLY AUTOS	1					BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	Χ	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000
		EXCESS LIAB CLAIMS-MADE			% 84SBWBG3456	12/31/2024	12/31/2025	AGGREGATE	\$	3,000,000
		DED X RETENTION\$ 10,000)						s	
С	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y / N	N/A		84WEGAE1S8E	12/31/2024	12/31/2025	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Pro	fessional			DPR5006903	12/31/2024	12/31/2025	Each Claim		5,000,000
D	Lial	pility			DPR5006903	12/31/2024	12/31/2025	Annual Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Columbia is an additional insured as respects General Liability coverage for work performed by the named insured and if required by written contract.
A waiver of subrogation applies if required by written contract.

	CE	RTI	FICA	TE	HOL	DER
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CANCELLATION

City of Columbia 701 E. Broadway P.O. Box 6015 Columbia, MO 65205 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MOD