



(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 20(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (11) of this Agreement.

(G) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(H) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(I) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities, which supply only materials or supplies to the Consultant.

(J) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(K) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(L) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other

things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental,

planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the

Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it 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 Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

| FIRM NAME | COMPLETE ADDRESS | NATURE OF SERVICES |
|-----------|------------------|--------------------|
| N/A       | N/A              | N/A                |

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (8), entitled "Fees and Payments".

(F) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds \$25,000. Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(8) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$64,508**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 8(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-

eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, 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 amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor 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 summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(9) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, 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. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the



additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (8)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant 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 Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor 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 Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant 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 Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its

consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with **Autocad 2018** (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or stopped by the claims procedure in paragraphs 12 (C) and (D).

(F) Notwithstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(13) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(14) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and MoDOT from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(15) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant 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 Consultant 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 Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph (15) 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.

(16) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by supplemental agreement after design has been completed and the construction contract

period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(17) MISSOURI NONDISCRIMINATION CLAUSE: The Consultant shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Consultant shall also comply with all state and federal statutes applicable to Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(18) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Boone County, Missouri. The parties agree that this Agreement is entered into at Columbia, Missouri and substantial elements of its performance will take place or be delivered at Columbia, Missouri, by reason of which the Consultant consents to venue of any action against it in Boone County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(19) **AUDIT OF RECORDS:** For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor and MoDOT, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(20) **NOTICE TO THE PARTIES:** All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) **Notice to the Sponsor:** Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

|  |   |     |  |
|--|---|-----|--|
| NAME AND TITLE OF SPONSOR'S REPRESENTATIVE | Stacey Button, Director of Economic Development         |     |  |
| SPONSOR'S NAME                             | City of Columbia, Missouri                              |     |  |
| SPONSOR'S ADDRESS                          | 500 E. walnut St. Suite 102<br>Columbia, Missouri 65201 |     |  |
| PHONE                                      | 573-442-8303  | FAX |  |
| E-MAIL ADDRESS                             | Stacey.Button@como.gov                                  |     |  |

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) **Notice to the Consultant:** Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:



|   |  |     |              |
|---|--|-----|--------------|
| NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE | David G. Hadel, Manager, Aviation Services       |     |              |
| CONSULTANT'S NAME                             | Burns & McDonnell Engineering Company, Inc.      |     |              |
| CONSULTANT'S ADDRESS                          | 9400 Ward Parkway<br>Kansas City, Missouri 64114 |     |              |
| PHONE   | 816-822-3378                                     | FAX | 816-822-3514 |
| E-MAIL ADDRESS                                | dhadel@burnsmcd.com                              |     |              |

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(21) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(22) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(23) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(24) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(25) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are \$25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(26) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule
- (H) Exhibit VII: Federal Contract Provisions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the 8th day of March 2019.

Executed by the Sponsor the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sponsor:  
City of Columbia, Missouri

Consultant:  
Burns & McDonnell Engineering Company,  
Inc.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

John Glascock  
Title: Interim City Manager

David G. Hadel  
Title: Manager, Aviation Services

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Sheela Amin  
Title: City Clerk

Brenda Enos  
Title: Project Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

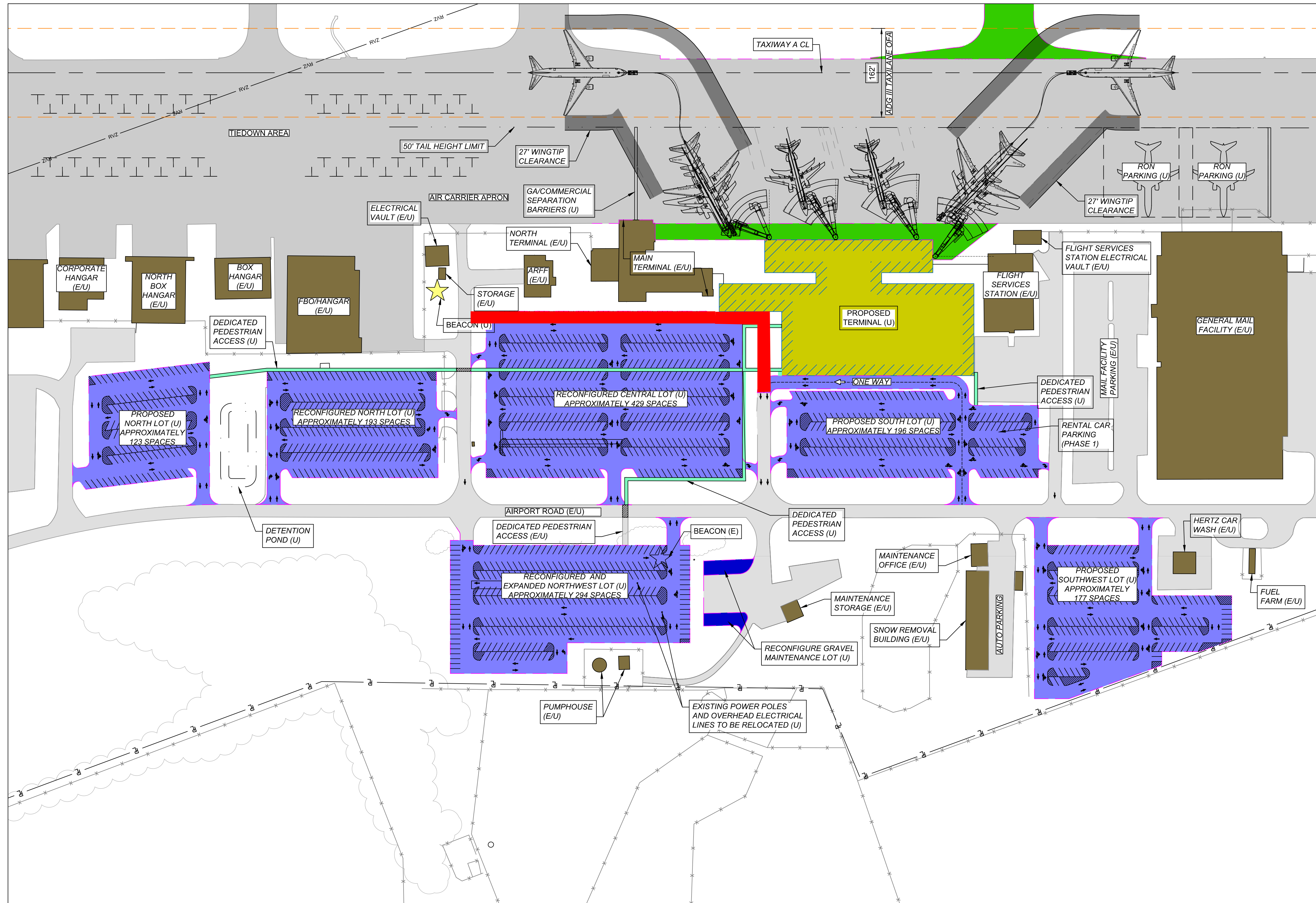
CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. **55416288 604990 AP111**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Director of Finance

## **EXHIBIT I**


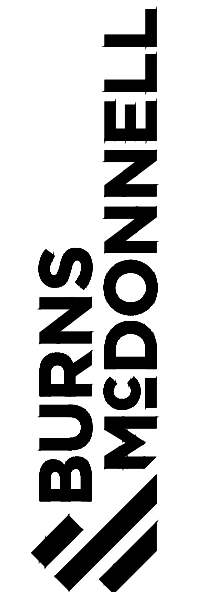
### **PROJECT DESCRIPTION**

1. Prepare environmental documentation for a Documented Categorical Exclusion (CATEX) for the proposed terminal building development and construction program at the Columbia Regional Airport (also known as Site – 1X as established by the Supplemental Terminal Area Master Planning (STAMP) study.
2. Reference Exhibit & Location of Study: Commercial Terminal Area Drawing – Sheet 11 of 22 from STAMP Study. (See attached)



| LEGEND:                   |                   |                   |
|---------------------------|-------------------|-------------------|
|                           | EXISTING          | ULTIMATE          |
| PROPERTY LINE             | — P —             | — P (U) —         |
| RUNWAY SAFETY AREA        | — RSA —           | — RSA (U) —       |
| RUNWAY OBJECT FREE AREA   | — OFA —           | — OFA (U) —       |
| RUNWAY OBSTACLE FREE ZONE | — OFZ —           | — OFA (U) —       |
| RUNWAY VISIBILITY ZONE    | — RVZ —           | — RVZ —           |
| TAXIWAY SAFETY AREA       | — TSA —           | — TSA —           |
| TAXIWAY OBJECT FREE AREA  | — TOFA —          | — TOFA —          |
| BUILDING RESTRICTION LINE | — BRL 35' —       | — BRL (U) —       |
| AIRFIELD PAVEMENT         | — [Grey Box] —    | — [Green Box] —   |
| PEDESTRIAN ACCESS         | — [Blue Line] —   | — [Blue Line] —   |
| VEHICULAR PAVEMENT        | — [Purple Line] — | — [Purple Line] — |
| BUILDING                  | — [Brown Box] —   | — [Yellow Box] —  |



|  |  |
|--|--|
| <br><b>CITY OF COLUMBIA, MISSOURI</b> | no. _____<br>revisions _____<br>date _____<br>by _____ |
| <br><b>BURNS &amp; MCDONNELL</b>     |  |
| checked by: K. Roberts<br>designed by: R. Crain<br>drawn by: B. Heady<br>date: Sept 2018                                 |  |
| <b>SUPPLEMENTAL TERMINAL AREA MASTER PLAN</b><br><b>COMMERCIAL TERMINAL AREA</b><br><b>DRAWING</b>                       |  |
| Sheet<br>11 of 22  |  |

## EXHIBIT II

March 5, 2019

### SCOPE OF BASIC SERVICES FOR A DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR THE PROPOSED TERMINAL BUILDING DEVELOPMENT AND CONSTRUCTION PROGRAM AT COLUMBIA REGIONAL AIRPORT

#### BASIC SERVICES

##### A. PROJECT NAME:

1. Project Name: Prepare a Documented Categorical Exclusion (CATEX) for the proposed terminal building development and construction program at the Columbia Regional Airport (COU) in Columbia, Missouri for the City of Columbia (Sponsor).
2. Description of Improvements: The limits of the proposed improvements are shown on  
EXHIBIT No. 1. A brief description of the project is as follows:
  - a. Prepare a Documented CATEGORICAL EXCLUSION (CATEX) in support of FAA requirements regarding development of a future passenger air carrier terminal, apron, taxiways, access and service roads, parking lots, and associated development. The preparation of this CATEX will assess the potential direct and indirect effects of construction of a new terminal building and demolition of the existing buildings along with associated developments on property owned by the Sponsor.
  - b. The environmental services required for completion of a documented CATEX will be based, in part, on the analysis that was provided in the COU Final Environmental Assessment for Airside, Landside, and Surface Transportation Developments (FEA), and Finding on No Significant Impact (FONSI) approved by FAA on July 23, 2013; and the Terminal Area Master Plan, completed in 2017.

##### B. DESCRIPTION OF SERVICES TO BE PERFORMED

CONSULTANT has developed the following Scope of Services to perform engineering and environmental services for the aforementioned project. The Scope of Services is defined as follows:

1. Project Management and Coordination: The Consultant will provide the following services:
  - a. Project Management and Invoicing – project communications (including monthly status conference calls), project management, and project invoicing. Although this work is funded with Aviation Trust Funds, the FAA is the federal agency responsible for ultimately reviewing this work.

FAA quarterly performance reporting forms will be submitted to the MoDOT, FAA and Sponsor for all quarters throughout the duration of this project.

- b. MoDOT/FAA Coordination: The Federal Aviation Administration (FAA) ARP SOP No 5.1 Documented CATEX (effective date June 2, 2017) will be completed along with appropriate supportive documentation.

**2. Project Description – Purpose and Need:**

- a. Consultant will identify the need for the proposed action (new passenger terminal development), the purpose of the proposed action(s), and the proposed time frame(s) for the proposed action(s) as described by the Sponsor.
- b. Consultant will Coordinate with the Sponsor the collection and review of documentation and other relevant information supporting the need for the project, including specific justification, passenger and activity forecasts, and complete terminal planning.
- c. Consultant will determine the appropriate paragraphs from FAA Order 1050.1F, Section 5-6 that apply to the proposed action; and describe any differences from those actions that may apply to this proposed action.

**3. Categorical Exclusion:**

- a. Consultant will use FAA Order 1050.1F, 5050.4B, and the Environmental Desk Reference to determine the information to be provided. Background information provided in the 2013 FEA/FONSI will be used, in part, to describe existing site conditions, survey results, and activity forecasts. Additional information will be collected through a thorough desktop analysis and coordination with appropriate local, state, and Federal agencies.
  - i. Review Previous Studies: Review the previously approved FEA/FONSI (2013) and Terminal Area Plan (2017).
  - ii. Agency Scoping: Review of the 2013 FEA/FONSI. Develop and send letters to appropriate local, state, and Federal agencies soliciting information applicable to the proposed action, including surveys, permits, or other authorizations that are outdated, or were not completed as part of the previous NEPA process conducted at COU as well as any additional findings under other Federal laws that would pertain to the proposed undertaking. Agencies will be provided a 30-day period from the date they receive the letter to respond.



- iii. Tribal Coordination: Support FAA coordination with Federally recognized tribes, as appropriate.
- iv. Consultant will assist the Sponsor to meet obligations under Section 106 of the National Historic Preservation Act (NHPA). The scope will include coordination with Federal Aviation Administration (FAA) and the Missouri State Historic Preservation Office (SHPO) to develop an area of potential effects (APE) for the undertaking (presumed to be limited to Project Area and adjacent parcels), Pre-field background research at the SHPO office in Jefferson City, a survey of up to 10 historic-age (pre-1974) properties within established APE and preparation of a SHPO Consult form with associated memorandum assessing the Project's potential to adversely affect historic (National Register of Historic Place [NRHP]-eligible) resources
- v. Database Search and Review: Conduct EDR Database Search for the terminal area. The terminal area was not evaluated in detail in the 2013 FEA/FONSI.
- vi. Documented CATEX Completion: Complete the documented CATEX and provide all supportive documentation to the Sponsor, MoDOT and FAA for review and approval. This task includes one round of review and comment by the Sponsor, and one round of review and comment by MoDOT/FAA.

**4. Deliverables:**

- a. Prefinal Documented CATEX and all supporting information (e.g., figures, maps).
- b. Prefinal copies of all agency and tribal correspondence. Documentation will be submitted to the Sponsor, MoDOT and FAA for final review comments.
- c. Final documented CATEX and all supporting information (e.g., figures, maps). This will include the SHPO consultation and associated memorandum documenting resources within the APE etc. The memorandum will meet Secretary of the Interior Standards.
- d. Final copies of all agency and tribal correspondence. Documentation will be submitted to the Sponsor, MoDOT and FAA for final review comments.

**5. Scope of Services Not Included in Documented CATEX Scope of Services:**

- a. Detailed analyses to determine the impacts of the proposed action on: air quality, noise/sensitive receptors, traffic or parking analyses, wetland or waters of the US surveys, water quality analysis or sampling, threatened or endangered species or habitat surveys, or hazardous material or waste site surveys or Phase I Environmental Site Assessments per ASTM standards.
- b. Consultation under Section 4(f) of the US DOT Act.
- c. Cultural Resource Investigation Phase I Survey for the proposed terminal location.
- d. Consultation with US Fish and Wildlife Services under Section 7 of the Endangered Species Act.
- e. Construction or environmental permitting required for the construction of the new terminal (e.g., NPDES, SWPPP, Section 404/401, local land clearing, etc.).
- f. Public involvement – public meetings or presentation to the City Council or County Board of Commissioners.
- g. Assist with any Section 106 consultation between the Sponsor, FAA, and the SHPO, or Indian Tribes as appropriate.
- h. If historic properties are adversely affected, assist with development of a Memorandum of Agreement between the Sponsor, FAA, the SHPO, and Indian Tribes as appropriate as mitigation for any adverse effects
- i. Assist with public involvement including Notice of Availability, collection of comments, response to comments, and conduct a public hearing, if needed.

**C. CATEX Assumptions**

In preparing this Scope of Services, there are certain assumptions the Consultant has made including the following:

1. The 2013 FEA/FONSI and Terminal Area Plan will provide, in part, the information necessary to complete the Documented CATEX.

**D. SPONSOR RESPONSIBILITIES**

1. Draft a resolution for the approval for the Documented CATEX.

2. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required to perform their services, if needed.
3. Designate in writing a person to act as the Sponsor's representative. Such person will have complete authority to transmit instructions, receive information, and interpret and define policies and decisions.
4. Give prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of services.
5. Provide one (1) copy of existing plans, reports, or other data the Sponsor may have on file needed for background information to complete the Documented CATEX.
6. Meet the requirements of Section 508 of the Rehabilitation Act which requires that Electronic Information Technology (EIT) meets specific accessibility standards for people with disabilities, and public access to and use of information and data comparable to that provided to those without disabilities.

**E. Estimated Time of Completion**

The time to complete the Scope of Services for Items identified in B. and C. of this Scope of Work is estimated at One Hundred Twenty (120) calendar days from the Notice to Proceed (NTP).

**END OF SCOPE OF BASIC SERVICES**

**EXHIBIT IIA  
FAA ADVISORY CIRCULARS**

**Updated January 24, 2017**

View the most current versions of these ACs and any associated changes at  
[http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/) and  
[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/).

| <b>NUMBER</b>               | <b>TITLE</b>  |
|-----------------------------|---|
| 70/7460-1L<br>Change 1      | Obstruction Marking and Lighting  |
| 150/5020-1                  | Noise Control and Compatibility Planning for Airports   |
| 150/5070-6B<br>Changes 1-2  | Airport Master Plans  |
| 150/5070-7<br>Change 1      | The Airport System Planning Progress  |
| 150/5100-13B                | Development of State Standards for Non Primary Airports                                       |
| 150/5200-28F                | Notices to Airmen (NOTAMS) for Airport Operations   |
| 150/5200-30D                | Airport Field Condition Assessments and Winter Operations Safety                              |
| 150/5200-31C<br>Changes 1-2 | Airport Emergency Plan  |
| 150/5210-5D                 | Painting, Marking and Lighting of Vehicles Used on an Airport                                 |
| 150/5210-7D                 | Aircraft Rescue and Fire Fighting Communications  |
| 150/5210-13C                | Airport Water Rescue Plans and Equipment  |
| 150/5210-14B                | Airport Rescue Fire Fighting Equipment, Tools and Clothing                                    |
| 150/5210-15A                | Airport Rescue and Firefighting Station Building Design                                       |
| 150/5210-18A                | Systems for Interactive Training of Airport Personnel   |
| 150/5210-19A                | Driver's Enhanced Vision System (DEVs)  |
| 150/5220-10E                | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles                     |
| 150/5220-16D                | Automated Weather Observing Systems (AWOS) for Non-Federal Applications                       |
| 150/5220-17B                | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities                                  |
| 150/5220-18A                | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials |
| 150/5220-20A                | Airport Snow and Ice Control Equipment  |
| 150/5220-21C                | Aircraft Boarding Equipment   |

|                             |  |
|-----------------------------|--|
| 150/5220-22B                | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns  |
| 150/5220-23                 | Frangible Connections  |
| 150/5220-24                 | Foreign Object Debris Detection Equipment  |
| 150/5220-25                 | Airport Avian Radar Systems  |
| 150/5220-26<br>Changes 1-2  | Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment   |
| 150/5300-7B                 | FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes   |
| 150/5300-13A<br>Change 1    | Airport Design   |
| 150/5300-14C                | Design of Aircraft Deicing Facilities  |
| 150/5300-16A                | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C                | Standards for Using Remote Sensing Technologies in Airport Surveys   |
| 150/5300-18B<br>Change 1    | Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS   |
| 105/5320-5D                 | Airport Drainage Design  |
| 150/5320-6F                 | Airport Pavement Design and Evaluation   |
| 150/5320-12C<br>Changes 1-8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces   |
| 150/5320-15A                | Management of Airport Industrial Waste   |
| 150/5235-4B                 | Runway Length Requirements for Airport Design  |
| 150/5335-5C                 | Standardized Method of Reporting Airport Pavement Strength-PCN   |
| 150/5340-1L                 | Standards for Airport Markings   |
| 150/5340-5D                 | Segmented Circle Airport Marker System   |
| 150/5340-18F                | Standards for Airport Sign Systems   |
| 150/5340-26C                | Maintenance of Airport Visual Aid Facilities   |
| 150/5340-30H                | Design and Installation Details for Airport Visual Aids  |
| 150/5345-3G                 | Specification for L-821, Panels for the Control of Airport Lighting  |
| 150/5345-5B                 | Circuit Selector Switch  |
| 150/5345-7F                 | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits   |
| 150/5345-10H                | Specification for Constant Current Regulators and Regulator Monitors   |

|                         |   |
|-------------------------|---|
| 150/5345-12F            | Specification for Airport and Heliport Beacons  |
| 150/5345-13B            | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D            | FAA Specification for L-823 Plug and Receptacle, Cable Connectors                                       |
| 150/5345-27E            | Specification for Wind Cone Assemblies  |
| 150/5345-28G            | Precision Approach Path Indicator (PAPI) Systems  |
| 150/5345-39D            | Specification for L-853, Runway and Taxiway Retroreflective Markers                                     |
| 150/5345-42H            | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories            |
| 150/5345-43H            | Specification for Obstruction Lighting Equipment  |
| 150/5345-44K            | Specification for Runway and Taxiway Signs  |
| 150/5345-45C            | Low-Impact Resistant (LIR) Structures   |
| 150/5345-46E            | Specification for Runway and Taxiway Light Fixtures   |
| 150/5345-47C            | Specification for Series to Series Isolation Transformers for Airport Lighting Systems                  |
| 150/5345-49C            | Specification L-854, Radio Control Equipment  |
| 150/5345-50B            | Specification for Portable Runway and Taxiway Lights  |
| 150/5345-51B            | Specification for Discharge-Type Flasher Equipment  |
| 150/5345-52A            | Generic Visual Glideslope Indicators (GVGI)   |
| 150/5345-53D            | Airport Lighting Equipment Certification Program  |
| 150/5345-54B            | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems                |
| 150/5345-55A            | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure                        |
| 150/5345-56B            | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)                          |
| 150/5360-12F            | Airport Signing & Graphics  |
| 150/5360-13<br>Change 1 | Planning and Design Guidance for Airport Terminal Facilities  |
| 150/5360-14             | Access to Airports by Individuals with Disabilities   |
| 150/5370-2F             | Operational Safety on Airports During Construction  |
| 150/5370-10G            | Standards for Specifying Construction of Airports   |
| 150/5370-11B            | Use of Nondestructive Testing in the Evaluation of Airport Pavements                                    |

|                              |  |
|------------------------------|--|
| 150/5370-13A                 | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt                                       |
| 150/5370-15B                 | Airside Applications for Artificial Turf   |
| 150/5370-16                  | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements                              |
| 150/5370-17                  | Airside Use of Heated Pavement Systems   |
| 150/5390-2C                  | Heliport Design  |
| 150/5395-1A                  | Seaplane Bases   |
| 150/5100-14E<br>Change 1     | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects                |
| 150/5100-17<br>Changes 1 – 6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects           |
| 150/5300-15A                 | Use of Value Engineering for Engineering Design of Airport Grant Projects                              |
| 150/5320-17A                 | Airfield Pavement Surface Evaluation and Rating Manuals  |
| 150-5370-12B                 | Quality Management for Federally Funded Airport Construction Projects                                  |
| 150/5380-6C                  | Guidelines and Procedures for Maintenance of Airport Pavements   |
| 150/5380-7B                  | Airport Pavement Management Program  |
| 150/5380-9                   | Guidelines and Procedures for Measuring Airfield Pavement Roughness                                    |
| MoDOT                        | MoDOT DBE Program- <a href="http://www.modot.org/ecr/index.htm">http://www.modot.org/ecr/index.htm</a> |

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, and AIP sponsor guides at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: the following address: [http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/).

## **EXHIBIT III**

### **SERVICES PROVIDED BY THE SPONSOR**

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
10. Designate contact person (see paragraph 20-A).
11. Pay costs for title searches.



**EXHIBIT IV**

**DERIVATION OF CONSULTANT PROJECT COSTS**

**EXHIBIT V**

**ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN**

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 Documented CATEX  
 Environmental Services  
 Columbia Regional Airport  
 BASIC & SPECIAL SERVICES  
 March 8, 2019

1 DIRECT SALARY COSTS

| TITLE                        | HOURS  | RATE/HR  | COST (\$)    |       |          |
|------------------------------|--------|----------|--------------|-------|----------|
|                              |        |          | Office       | Field | Contract |
| Principal                    | 7.00   | \$ 70.00 | \$ 490.00    | \$ -  | \$ -     |
| Project Manager              | 53.00  | \$ 64.00 | \$ 3,392.00  | \$ -  | \$ -     |
| Environmental Specialist     | 73.00  | \$ 42.00 | \$ 3,066.00  | \$ -  | \$ -     |
| GIS Specialist               | 68.00  | \$ 36.50 | \$ 2,482.00  | \$ -  | \$ -     |
| Sr. Environmental Specialist | 101.00 | \$ 46.00 | \$ 4,646.00  | \$ -  | \$ -     |
| Staff Technician             | 13.00  | \$ 32.00 | \$ 416.00    | \$ -  | \$ -     |
| Sr. Airport Planner          | 19.00  | \$ 42.00 | \$ 798.00    | \$ -  | \$ -     |
| Jr. Historian                | 36.00  | \$ 30.00 | \$ 1,080.00  | \$ -  | \$ -     |
| PI                           | 12.00  | \$ 38.50 | \$ 462.00    | \$ -  | \$ -     |
| Clerical                     | 51.00  | \$ 22.00 | \$ 1,122.00  | \$ -  | \$ -     |
| Total Hours                  | 433.00 |          |              |       |          |
| Total Direct Salary Costs    |        |          | \$ 17,954.00 | \$ -  | \$ -     |

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

|   |         |              |      |      |  |
|---|---------|--------------|------|------|--|
| a. Percentage of Direct Salary Cost: (Office Rate)            | 221.95% | \$ 39,848.90 |      |      |  |
| b. Percentage of Direct Salary Cost: (Field Rate)             | 221.95% |              | \$ - |      |  |
| c. Percentage of Direct Salary Cost: (Contract Employee Rate) | 0.00%   |              |      | \$ - |  |
| d. FCCM Rate (Optional)                                       | 0.00%   | \$ -         | \$ - | \$ - |  |

3 SUBTOTAL

**Summary of Items No. 1 and No. 2 (a,b,c):** \$ 57,802.90 \$ - \$ -

4 PROFIT/FIXED FEE: (Not to Exceed)

Percentage: 10.00% \$ 5,780.29 \$ - \$ -

5 SUBTOTAL

**Summary of Items No. 1, No. 2 & No. 4:** \$ 63,583.19 \$ - \$ -

6 OUT OF POCKET EXPENSES

| OFFICE & FIELD  | No. of Units | Units   | Cost/Unit |           |      |      |
|---|--------------|---------|-----------|-----------|------|------|
| Travel: Mileage   | 700.00       | Miles   | \$ 0.580  | \$ 406.00 |      |      |
| Food: Per Diem  | 4.00         | Per Day | \$ 51.00  | \$ 204.00 |      |      |
| Lodging: Per Diem (incl. taxes)                           | 0.00         | Per Day | \$ 104.13 | \$ -      |      |      |
| Rental Vehicle  | 0.00         | Days    | \$ 65.00  | \$ -      |      |      |
| Airline   | 0.00         | Hour    | \$ 0.00   | \$ -      |      |      |
| Printing, Shipping & Misc.                                |              |         |           | \$ 314.81 |      |      |
| <b>Subtotal</b>   |              |         |           | \$ 924.81 | \$ - | \$ - |
| <b>Summary of Out of Pocket Expenses: (Not to Exceed)</b> |              |         |           | \$ 924.81 | \$ - | \$ - |

7 SUBCONSULTANTS

N/A \$ - \$ - \$ -  
**Subtotal** \$ - \$ - \$ -

8 MAXIMUM TOTAL FEE

**Subtotal** \$ 64,508.00 \$ - \$ -

**TOTAL (Not to Exceed)** \$ 64,508.00

EXHIBIT V SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

Documented CATEX

Environmental Services

Columbia Regional Airport

BASIC & SPECIAL SERVICES

March 8, 2019

|                                  |   | Principal           | Project Manager | Environmental Specialist | GIS Specialist | Sr. Environmental Specialist | Staff Technician | Sr. Airport Planner | Jr. Historian | PI          | Clerical    |             |      | Other Costs |                        |
|----------------------------------|---|---------------------|-----------------|--------------------------|----------------|------------------------------|------------------|---------------------|---------------|-------------|-------------|-------------|------|-------------|------------------------|
| Gross Hourly Rates               |   | \$ 247.90           | \$ 226.65       | \$ 148.74                | \$ 129.26      | \$ 162.91                    | \$ 113.33        | \$ 148.74           | \$ 106.24     | \$ 136.35   | \$ 77.91    | \$ -        | \$ - |             |                        |
| <b>BASIC SERVICES</b>            |   |                     |                 |                          |                |                              |                  |                     |               |             |             |             |      |             |                        |
| Total =                          | 1 | Documented CATEX    | 7.0             | 53.0                     | 73.0           | 68.0                         | 101.0            | 13.0                | 19.0          | 36.0        | 12.0        | 51.0        | 0.0  | 0.0         | Sum: (1, 2, 3, 4, & 5) |
|                                  |   | \$ 64,508.00        | \$ 1,735.31     | \$ 12,012.60             | \$ 10,858.09   | \$ 8,789.88                  | \$ 16,453.58     | \$ 1,473.24         | \$ 2,826.08   | \$ 3,824.77 | \$ 1,636.15 | \$ 3,973.51 | \$ - | \$ -        | \$ 924.81              |
| <b>PART A SUBTOTAL</b>           |   | <b>\$ 64,508.00</b> |                 |                          |                |                              |                  |                     |               |             |             |             |      |             |                        |
| <b>SPECIAL SERVICES</b>          |   |                     |                 |                          |                |                              |                  |                     |               |             |             |             |      |             |                        |
| Total =                          | 1 | N/A                 | 0.0             | 0.0                      | 0.0            | 0.0                          | 0.0              | 0.0                 | 0.0           | 0.0         | 0.0         | 0.0         | 0.0  | 0.0         | Sum: (1, 2, 3, 4, & 5) |
|                                  |   | \$ -                | \$ -            | \$ -                     | \$ -           | \$ -                         | \$ -             | \$ -                | \$ -          | \$ -        | \$ -        | \$ -        | \$ - | \$ -        | \$ -                   |
| <b>PART B SUBTOTAL</b>           |   | <b>\$ -</b>         |                 |                          |                |                              |                  |                     |               |             |             |             |      |             |                        |
| <b>PART A &amp; PART B TOTAL</b> |   | <b>\$ 64,508.00</b> |                 |                          |                |                              |                  |                     |               |             |             |             |      |             |                        |

- (1) Mileage, Motel & Meals
- (2) Equipment, Materials & Supplies

- (3) Computer Services
- (4) Vendor Services

(5) Miscellaneous Items

Note: Subconsultant Costs (as used) are identified as a Special Services Task.

EXHIBIT V SUMMARY

## **EXHIBIT VI**

### **PERFORMANCE SCHEDULE**

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

#### **BASIC SERVICES**

- A. The time to complete the Scope of Services for Items identified in B. and C. of Exhibit II of this Scope of Work is estimated at One Hundred Twenty (120) calendar days from the Notice to Proceed (NTP).

**EXHIBIT VII**  
**Federal Contract Provisions**

# EXHIBIT VII

## FEDERAL – CONTRACT PROVISIONS

### A1 ACCESS TO RECORDS AND REPORTS

#### ACCESS TO RECORDS AND REPORTS

The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide the OWNER, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### A2 BREACH OF CONTRACT TERMS

#### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *ENGINEER* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

OWNER will provide *ENGINEER* written notice that describes the nature of the breach and corrective actions the *ENGINEER* must undertake in order to avoid termination of the contract. OWNER reserves the right to withhold payments to ENGINEER until such time the ENGINEER corrects the breach or the OWNER elects to terminate the contract. The OWNER's notice will identify a specific date by which the *ENGINEER* must correct the breach. OWNER may proceed with termination of the contract if the *ENGINEER* fails to correct the breach by the deadline indicated in the OWNER's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### A3 CIVIL RIGHTS - GENERAL

#### GENERAL CIVIL RIGHTS PROVISIONS

The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEER and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A4 CIVIL RIGHTS – TITLE VI ASSURANCE**

##### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “ENGINEER”), agrees as follows:

1. **Compliance with Regulations:** The ENGINEER (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The ENGINEER, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** 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 leases of equipment, each potential subcontractor or supplier will be notified by the ENGINEER of the ENGINEER’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The ENGINEER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an ENGINEER is in the exclusive possession of another who fails or refuses to furnish the information, the ENGINEER will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of an ENGINEER’s noncompliance with the non-discrimination provisions of this contract, the OWNER will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the ENGINEER under the contract until the ENGINEER complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The ENGINEER will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The ENGINEER will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the ENGINEER may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “ENGINEER”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must



take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A5 CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The ENGINEER agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

ENGINEER must include this requirement in all subcontracts that exceeds \$150,000.

## **A6 DEBARMENT AND SUSPENSION**

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **A7 DISADVANTAGED BUSINESS ENTERPRISE**

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (§ 26.13) –**

The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49

CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the OWNER deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the ENGINEER from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime ENGINEER receives from City of Columbia. The prime ENGINEER agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Columbia. This clause applies to both DBE and non-DBE subcontractors.

## **A8 DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the OWNER encourages the ENGINEER to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The ENGINEER must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A9 ENERGY CONSERVATION REQUIREMENTS**

### **ENERGY CONSERVATION REQUIREMENTS**

ENGINEER and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

## **A10 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)**

### **EQUAL EMPLOYEMENT OPPORTUNITY (EEO)**

#### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the ENGINEER agrees as follows:

- (1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. 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. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The ENGINEER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the ENGINEER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the ENGINEER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The ENGINEER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

#### **A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *ENGINEER* has full responsibility to monitor compliance to the referenced statute or regulation. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

##### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **A13 PROHIBITION of SEGREGATED FACILITIES**

#### **PROHIBITION OF SEGREGATED FACILITIES**

(a) The ENGINEER agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The ENGINEER agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The ENGINEER shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

### **A14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **A15 PROCUREMENT OF RECOVERED MATERIALS**

### **PROCUREMENT OF RECOVERED MATERIALS**

ENGINEER and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the ENGINEER and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The ENGINEER has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the ENGINEER can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A16 RIGHT TO INVENTIONS**

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the OWNER in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. ENGINEER must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **A17 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the

space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

- 1) The applicant represents that it is ( ✓ ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ✓ ) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

## **A18 TERMINATION OF CONTRACT**

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The OWNER may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the OWNER, the ENGINEER must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the OWNER all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

OWNER agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

OWNER further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by OWNER:** The OWNER may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by OWNER approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the OWNER all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

OWNER agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

OWNER further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the OWNER determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the OWNER issued the termination for the convenience of the OWNER.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the OWNER:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, OWNER agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If OWNER and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the OWNER's breach of the contract.

In the event of termination due to OWNER breach, the Engineer is entitled to invoice OWNER and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. OWNER agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.



## **A19 TRADE RESTRICTION CERTIFICATION**

### **A19.1 TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/ENGINEER must provide immediate written notice to the OWNER if the Offeror/ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER must require subcontractors provide immediate written notice to the ENGINEER if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of an ENGINEER is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the ENGINEER or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the OWNER cancellation of the contract or subcontract for default at no cost to the OWNER or the FAA.

## **A20 VETERAN'S PREFERENCE**

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the ENGINEER and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.