

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
BURNS & MCDONNELL ENGINEERING COMPANY, INC.

THIS AGREEMENT made by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** (hereinafter called "ENGINEER") is entered into on the date of the last signatory noted below (the "Effective Date").

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

**Construction Phase Services for the Runway 2-20
Pavement Repairs and Taxiway A, Taxiway A1, and
Taxiway A2 Improvements at the Columbia Regional
Airport**

(Description of Project)

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 ENGINEER shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated **June 4, 2018** (hereinafter referred to as "Scope of Basic Services").

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

<u>Name and Title</u>	<u>Assignment</u>
Dave Hadel	Principle in Charge
Ryan Lorton	Project Manager
Ken Wachira	Project Civil Engineer
Steve Stratton	Project Electrical Engineer

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

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

2.3 ENGINEER shall furnish such periodic reports as CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

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

3.2 Financial Consultation

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

3.3 Property Procurement Assistance

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

3.4 Obtaining Services of Others

Provide through subcontract the services or data set forth in Scope of Basic Services.

3.5 Preliminary or final engineering design of capital facilities except as specifically identified herein.

3.6 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

3.7 Extra Services

Services not specifically defined heretofore that may be authorized in writing by CITY.

SECTION 4 - RESPONSIBILITIES OF CITY

4.1 Provide full information as to CITY's requirements for the PROJECT.

4.2 Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.

4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform ENGINEER's services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.

4.6 Designate **Michael Parks, Airport Manager**, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement. The CITY'S designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to ENGINEER.

4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ENGINEER data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.2 Periods of Service

- a. Construction Observation Program. ENGINEER shall develop the Construction Observation Program within sixty (60) days of the date CITY provides ENGINEER with a notice to proceed on the Construction Observation Program.
- b. Construction Phase Services and Construction Close-Out Services. ENGINEER shall begin construction phase services within ten (10) calendar days of the date of City's Notice to Proceed with Construction is issued to the Construction Contractor and shall complete all construction close out activities no later than one hundred and eighty (180) calendar days thereafter, unless otherwise agreed to by the parties in writing.

5.3 CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

For services performed, CITY agrees to pay ENGINEER the sum of the amounts determined as follows. Said payments shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.

- a. Cost Plus a Fixed Payment. For tasks denoted in Exhibit A as B.2, B.3, B.5, and B.6, CITY shall pay ENGINEER the actual costs incurred plus a predetermined fixed fee of thirty-three thousand eight hundred and fifty dollars and sixty-six cents (\$33,850.66). The payment for actual costs shall be made based on direct (actual) salary and overhead costs as derived on Exhibit B. Exhibit B contains estimated quantities and unit prices and therefore, actual hours and resulting charges may vary. The labor and general administrative overhead percentages are supported by a statement of overhead expenses certified by the ENGINEER's auditor or a governmental auditor. The total amount paid to ENGINEER by CITY for these services shall not exceed four hundred fifty-two thousand, seven hundred and six dollars and forty-six cents (\$452,706.46).
- b. Fixed Lump Sum Payment for Construction Closeout Services. For tasks denoted in Exhibit A as B.4, payment shall be made on a fixed lump sum basis. CITY shall pay ENGINEER a lump sum of thirty-eight thousand three hundred eighty-six dollars and fifty-four cents (\$38,386.54) for completion of the construction closeout services outlined in Exhibit A, B.4.
- c. Costs. All costs must be allowable, reasonable, and allocable. The costs must be consistent with 2CFR 200.459, FAA Order 5100.38, and 48 CFR

Part 31. Actual costs are defined as : 1. Actual payroll salaries paid to employees for time they are productively engaged in work covered by this agreement, plus; 2. An amount estimated at 221.95% of actual salaries in item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, and for general administrative overhead, based on ENGINEER's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus; 3. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus; 4. Project costs incurred by others on a subcontract basis, said costs to be passed through ENGINEER on the basis of reasonable and actual cost as invoiced by the subcontractors.

- d. It is expressly understood that in no event will the total amount paid to ENGINEER under the terms of this Agreement, exceed the amount of four hundred ninety one thousand and ninety three dollars (\$491,093.00), unless otherwise agreed to in writing between the parties in advance of the provision of such services.

6.2 Payments

- a. ENGINEER shall submit an invoice to CITY for the percentage of services rendered to date under this Agreement not more than once every month. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay ENGINEER for the services rendered, provided CITY does not contest the invoice.
- b. **Prompt Payment (§26.29)** – The ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from CITY. The ENGINEER agrees further to return retainage payments to each subcontractor within fifteen (15) 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. This clause applies to both DBE and non-DBE subcontractors.
- c. Within twenty (20) days of receipt of payment from CITY to ENGINEER, ENGINEER shall certify to CITY that ENGINEER has made payment to subcontractors whose tasks are satisfactorily completed or that payment is being withheld and the reason for withholding of payment. Failure to comply with this provision is considered a material breach of this Agreement.

SECTION 7 – CIVIL RIGHTS AND NONDISCRIMINATION PROVISIONS

7.1 GENERAL CIVIL RIGHTS PROVISIONS

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 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.

7.2 TITLE VI Clauses for Compliance with Nondiscrimination Requirements

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

- a. **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.
- b. **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.
- c. **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.
- d. **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 sponsor 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of ENGINEER's noncompliance with the non-discrimination provisions of this contract, the CITY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 1. Withholding payments to the ENGINEER under the contract until the ENGINEER complies; and/or
 2. Cancelling, terminating, or suspending a contract, in whole or in part.

- f. 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 CITY 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 CITY to enter into any litigation to protect the interests of the CITY. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

7.3 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).

7.4 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 CITY deems appropriate, which may include, but is not limited to: a. withholding monthly progress payments; b. assessing sanctions; c. liquidated damages; and/or d. disqualifying the ENGINEER from future bidding as non-responsible.

7.5 EQUAL OPPORTUNITY CLAUSE

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

- a. 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 identity, 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The ENGINEER will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 a contractor 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.

7.6 Prohibition of Segregated Facilities

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

7.7 Compliance with All Nondiscrimination and Equal Opportunity Laws

ENGINEER shall comply with all federal, state and local laws that prohibit discrimination and provide for equal employment opportunity.

SECTION 8 – CITY'S DBE PROGRAM REQUIREMENTS

8.1 CITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department Of Transportation-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. CITY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. CITY's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the CITY of its failure to carry out its approved program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

8.2 A violation of the City's DBE Program by ENGINEER shall constitute a material breach of the Agreement, and shall entitle CITY to: (a) exercise all rights and

remedies that it may have at law or at equity for material breach of contract; (b) exercise all rights and remedies that it may have pursuant to the agreement, including but not limited to termination of the agreement and any other rights set forth herein; and (c) any other rights or remedies under the DBE policy. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

8.3 The Parties further agree that in addition to any other remedies CITY may have at law for material breach of the agreement, CITY shall be entitled to exercise any one or more of the following remedies if the ENGINEER violates the DBE Program: (a) terminate the Agreement for default; (b) suspend the Agreement for default; (c) withhold payments due to ENGINEER under the agreement until such violation has been fully cured or CITY and ENGINEER have reached a mutually agreeable resolution; (d) assess liquidated damages as provided in the agreement; (e) offset any liquidated damages and/or amounts necessary to cure any violation of the DBE Program from any retainage being held by CITY on the agreement, or from any other amounts due to ENGINEER pursuant to the agreement. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

8.4 Liquidated Damages for Violation of the DBE Program. The Parties acknowledge and agree that CITY will incur costs if ENGINEER violates the DBE Program in one or more of the ways set forth below. The Parties further acknowledge and agree that the costs CITY might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, ENGINEER agrees to pay CITY liquidated damages at the rates set forth below for each specified violation of the DBE Program. ENGINEER further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss CITY will incur as a result of such violation and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the CITY: (a) failing to utilize a DBE that was originally listed at bid opening or proposal submission in order to satisfy contract goals, or failing to allow such DBE to perform a commercially useful function, in violation of sections of the DBE program: 100% of the amount originally counted for the DBE at bid opening or proposal submission; (b) modifying or eliminating all or a portion of the scope of work attributable to a DBE upon which the contract was awarded, in violation of the DBE Program: 100 % of the amount of work modified or eliminated; (c) terminating a DBE originally listed/utilized as a subcontractor, joint venture, supplier, or manufacturer in order to be awarded the contract without obtaining prior approval by the CITY for replacing such DBE with another DBE performing the same commercially useful function and dollar amount: 100% of the amount originally counted for the DBE at bid opening or proposal submission; (d) participating in a conduit relationship with a DBE scheduled to perform work on contract: 100% of the amount counted for the DBE at bid opening or proposal submission; or (e) failing to provide any documentation or written submissions required

under the DBE program within the time period set forth therein: fifty (50) dollars per day for each day that such documentation or written submission is overdue.

8.5 If a contract goal has been established, ENGINEER must demonstrate that it has made good faith efforts in obtaining DBE contract goal or documenting it was unable to do so through good faith efforts, see examples in Appendix A to 49 CFR Part 26. ENGINEER shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Agreement with another certified DBE, to the extent needed to meet the contract goal. ENGINEER shall notify the City's DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and /or provide reasonable documentation. ENGINEER shall not remove, replace, or substitute a DBE unless ENGINEER obtains the City prior written approval.

8.6 ENGINEER shall maintain records and documents of payments to DBEs for three (3) years following the performance of the Agreement. These records shall be made available for inspection upon request by authorized representatives of CITY or DOT. ENGINEER shall include contract language that requires certified DBE subcontractors to maintain records and documents of payments for three (3) years following the performance of the contract and that requires certified DBE subcontractors to make the records available for inspection upon request by authorized representatives of the City or the DOT.

SECTION 9-GRANT REQUIREMENTS AND OTHER FEDERAL PROVISIONS

9.1 Compliance Required

ENGINEER acknowledges that grant funding is being used for this PROJECT. ENGINEER shall familiarize itself and shall comply with all conditions and requirements for the utilization of such grant funds, including but not limited to those set forth herein and in the required certifications contained in Exhibit C attached hereto. ENGINEER represents and warrants that ENGINEER is in compliance with the required certifications contained in Exhibit C. ENGINEER and its subcontractors shall include a requirement for subcontractors to comply with all conditions and requirements for the utilization of grant funding in their contract. ENGINEER, and all subcontractors shall incorporate the applicable requirements of these contract provisions by reference for word done under any purchase orders, rental agreements and other agreements for supplies or services. ENGINEER shall be responsible for compliance with these contract provisions by any subcontractor, lower tier subcontractor or service provider.

9.2 Access to Records and Reports

The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide CITY, 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.

9.3 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 CITY immediately upon discovery. The CITY 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.

9.4 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 CITY 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.

9.5 Energy Conservation Requirements

ENGINEER and subcontractors 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 6201et seq).

9.6 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.

9.7 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.

9.8 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 CITY 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.

9.9 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.

9.10 Procurement of Recovered Materials

Contractor 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 Contractor 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:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- b. The contractor 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.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor 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.

SECTION 10 TERMINATION FOR CONVENIENCE

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

Upon termination of the Agreement, the ENGINEER must deliver to the CITY 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. CITY agrees to make just and equitable compensation to the ENGINEER for satisfactory work completed up through the date the ENGINEER receives the termination notice. Compensation will not include anticipated profit on non-performed services. CITY further agrees to hold ENGINEER harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

SECTION 11 TERMINATION DUE TO BREACH OR DEFAULT

11.1 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.

CITY 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. CITY reserves the right to withhold payments to ENGINEER until such time the ENGINEER corrects the breach or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which the ENGINEER must correct the breach. CITY may proceed with termination of the contract if the ENGINEER fails to correct the breach by the deadline indicated in the CITY'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.

11.2 TERMINATION FOR DEFAULT

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 seven [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 CITY:** CITY may terminate this Agreement in whole or in part, for the failure of the ENGINEER to:
 1. Perform the services within the time specified in this contract or by CITY 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 ENGINEER must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the ENGINEER must deliver to the CITY 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.

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

CITY further agrees to hold ENGINEER 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, CITY determines the ENGINEER was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

b. **Termination by ENGINEER:** ENGINEER may terminate this Agreement in whole or in part, if the CITY:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the ENGINEER 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 ENGINEER.

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

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

SECTION 12-ENGINEER'S INSURANCE

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

Commercial General Liability ENGINEER shall maintain commercial general liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting contractual liability or cross liability. If the contract involves any underground/digging operations, the general liability certificate shall include explosion, collapse and underground coverage.

Professional Liability ENGINEER shall maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER shall maintain a retroactive date prior to or equal to the Effective Date of this agreement. In the event the policy is canceled, not renewed, or switched to an occurrence form, retroactive date advanced; or any other event triggering the right to purchase a supplemental extended

reporting period (SERP) during the life of this agreement, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

Business Automobile Liability ENGINEER shall maintain business automobile liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for owned, non-owned & hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability policy.

Workers' Compensation Insurance & Employers' Liability ENGINEER agrees to take out and maintain during the life of this agreement, employers' liability and workers' compensation insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Workers' compensation coverages shall meet Missouri statutory limits. Employers' liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this agreement is not protected under the workers' compensation statute, the ENGINEER shall provide and shall cause each subcontractor to provide employers' liability insurance for the protection of their employees not otherwise protected.

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

Additional Insured ENGINEER agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation ENGINEER agrees by entering into this agreement to a waiver of subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ENGINEER to enter into an pre-loss agreement to waive subrogation without an endorsement, then ENGINEER agrees to notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should ENGINEER enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance ENGINEER shall provide CITY with certificate(s) of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said certificate(s) of insurance shall include a

minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate(s) of insurance shall name the City of Columbia as an additional insured in an amount as required in this agreement and contain a description of the project or work to be performed.

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

SECTION 13 – HOLD HARMLESS AGREEMENT AND INDEMNIFICATION

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

13.2 Professional Responsibility

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

13.3 Professional Oversight Indemnification

ENGINEER understands and agrees that CITY has contracted with ENGINEER based upon ENGINEER's representations that ENGINEER is a skilled professional and fully able to provide the services set out in this agreement. In addition to any other indemnification set out in this agreement, ENGINEER agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise ENGINEER. ENGINEER agrees to provide CITY with Certificate(s) of

Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

SECTION 14- MISCELLANEOUS

14.1 Estimates and Projections

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

14.2 On-Site Services

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

14.3 Changes

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

14.4 Suspension of Services

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

14.5 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the PROJECT. Such publications will be provided to CITY in draft form for CITY's advance review. CITY will review such drafts promptly and will provide comments to ENGINEER. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ENGINEER's activities pertaining to any such publication shall be paid entirely by ENGINEER.

14.6 Successor and Assigns

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

14.7 Rights and Benefits

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

14.8 Compliance with Local Laws

ENGINEER shall comply with all applicable laws, ordinances and codes of the state and city.

14.9 Law; Submission to Jurisdiction Governing

This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

14.10 Employment of Unauthorized Aliens Prohibited

ENGINEER shall comply with Missouri State Statute section 285.530 in that ENGINEER shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, ENGINEER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ENGINEER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

14.11 No Waiver of Immunities

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

14.12 Agreement Documents

This Agreement includes the following attachment, which is incorporated herein by reference:

<u>Exhibit/Attachment</u>	<u>Description</u>
A	Scope of Work
B	Summary of Costs
C	Required Certifications
D	Work Authorization Affidavit

In the event of a conflict between the terms of the attachment and the terms of this Agreement, the terms of this Agreement control.

14.13 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw *W*

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 55416288 604990 AP126, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

**BURNS & MCDONNELL ENGINEERING
COMPANY, INC.**

By: *[Signature]*

Date: 8-2-18

ATTEST:

By: _____

Name: _____

Exhibit A
SCOPE OF WORK

EXHIBIT "A"
JUNE 4, 2018
SCOPE OF BASIC SERVICES
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
CONSTRUCTION PHASE SERVICES FOR THE RUNWAY 2-20 PAVEMENT
REPAIRS AND TAXIWAY A, TAXIWAY A1 AND TAXIWAY A2
IMPROVEMENTS
AT COLUMBIA REGIONAL AIRPORT
AIP NO. 3-29-0022-46

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Construction Services for the Rehabilitation of Isolated Sections of Runway 2-20 and Connecting Taxiway A1 and the Reconstruction of Connecting Taxiway A and Taxiway A2 at the Columbia Regional Airport (COU).
2. **Description of Improvements:** The proposed improvements are shown on EXHIBIT No. 1. The Engineer will perform construction observation services for the isolated repairs on Runway 2-20 and the improvements to Connecting Taxiways A, A1 and A2 and work associated with the RVZ . In addition, the Runway Visibility Zone (RVZ) grading and associated cable lowering and electrical equipment relocations concurrent with the pavement repairs is also included within the scope of construction observation services.

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

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

1. **Construction Phase Services Assumptions:**
The following assumptions have been established for construction phase services:
 - a. The project duration as identified in the Contract Documents indicates the project is to be completed within 85 calendar days from the Contractor's Notice to Proceed.
2. **Construction Administration Services – Office Staff:**
 - a. Develop a Construction Observation Program, (COP). This document will outline the general responsibilities of the Sponsor, the Federal Aviation Administration (FAA), Consultant and Construction Contractor. The document will be developed in accordance to FAA's Section 1030 – Construction Observation Program. As a minimum, the COP will include the following items:
 1. Name of the person representing the Sponsor who has overall responsibility of contract administration for the project and the authority to take necessary actions to comply with the contract.

2. Names of testing laboratories and a certificate of accreditation, indicating proficiency in specific test standards.
 3. Names of other engineering firms with quality assurance responsibilities for the project including a description of the services to be provided by each firm.
 4. Listing of qualifications for the Consultant's management team including: Project Manager, site observers, laboratory personnel, and testing personnel.
 5. Listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 6. Procedures for confirming that:
 - (a) Tests are taken in accordance with the approved construction observation program.
 - (b) Tests are documented properly.
 - (c) Corrective actions/retesting are taken for failed tests.
 - (d) Mix designs meet project specifications and Consultant's approval is properly documented.
 - (e) Quality and quantity of materials meet project requirements.
- b. Attend and chair one (1) preconstruction meeting with the Contractor, Sponsor and the FAA to determine detailed project requirements, budget, schedule, phasing and other pertinent matters. This meeting will be attended by the Consultant's Project Manager, and Construction Services Team. The preconstruction conference will comply with FAA Central Region, AIP Sponsor Guide, Section 1040. Meeting minutes will be prepared by the Consultant and distributed to the contact for each attending company.
- c. Provide coordination with the Sponsor to issue a Notice to Proceed to comply with the FAA Central Region, AIP Sponsor Guide, Section 1050. A copy of the Notice to Proceed and contractor final schedule will be forwarded to the FAA.
- d. Perform shop drawing reviews, material certifications and "Buy American" verifications as received from the Contractor. The Consultant estimates 25 original shop drawings will be reviewed. It is assumed 25% of the initial submittals will need to be resubmitted by the contractor and re-reviewed by the Consultant. It is assumed 4-hours per review (includes administrative processing). As a result, 31 shop drawings are estimated for a total of 124 hours.
- e. Prepare and provide four copies of the Construction Plans and Project Manual for use by the Contractor during construction.

- f. Respond to field issues throughout the duration of the project (85 calendar days – approximately 12 weeks). It is assumed this effort will require 10 hours per week for 12 weeks equating to 120 hours.
 - g. Coordinate and review monthly pay estimates and weekly progress reports (field diaries, weather reports, DBE reports, labor report and equipment reports) as received from the Resident Representative.
 - h. Coordinate and prepare change orders and supplemental agreements for the duration of the project. This effort assumes 3 of these efforts at 8 hours per effort for a total of 24 hours. These documents will comply with FAA Central Region, AIP Sponsor Guide, Section 1080.
 - i. Coordinate and review weekly test reports.
 - j. Project Management: Consultant will provide project management for all phases of construction services throughout the duration of the project. This effort is assumed to require 5 hours per week for a project duration of 12 weeks for a not to exceed total of 60 hours.
 - k. Procure material testing contract and scope of work.
3. **Construction Phase Services – (85 calendar days):**
- a. Provide a Senior Resident Representative, (SRR) on site for 85 working days for 12 hours per day for 45 days and 10 hours per day for the remaining 40 days not to exceed a duration of 940 hours. The SSR will be responsible for the following reporting:
 - i. Weekly Reports on FAA Form 5370-1: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the Sponsor and the FAA. A photo log showing the progress of the project will also be included. The weekly Reports will be submitted on a weekly basis to the Sponsor and the FAA.
 - ii. Final Report: At the conclusion of the project, the Consultant shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The reports shall include the pay reductions applied and justification of accepting any out-of-tolerance materials.
 - iii. Wage Rate Interviews and DBE Compliance Reports: These reports will be conducted on a random basis as work progresses throughout the duration of the project.

- b. Provide a part-time Assistant Resident Representative on site for 22 working days for 12 hours per day or for a not to exceed duration of 264 hours.
- c. Perform periodic site visits from the design team members for the following activities:
 - (1) Trip No. 1: Observe Mobilization. This trip will be taken for the purposes of observing the contractors start-up activities and general coordination with the Sponsor and contractor. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
 - (2) Trip No. 2: Observe demolition operations and attend weekly project meeting. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
 - (3) Trip No. 3: Observe the initial placement of P-154 operations. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
 - (4) Trip No. 4: Observe the initial placement of P-209 operations. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
 - (5) Trip No. 5: Observe the initial placement of P-304 operations. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
 - (6) Trip No. 6: Observe the initial placement of choke stone layer. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
 - (7) Trip No. 7: Concrete Placement. This trip will be used to observe and assist the Resident Representative on the first day of concrete placement. This trip will be conducted by the Project Manager and a Staff Civil Engineer. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 24.
 - (8) Trip No. 8: General Site Visit. This trip will be taken for the purposes of attending the regularly scheduled weekly meeting and to observe the

activities and progress of the project. Duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.

- (9) Trip No. 9: Airfield Lighting Installation. This trip will be used to observe the installation of the airfield lighting system. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
- (10) Trip No. 10: Observe the pavement marking installations. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
- (11) Trip No. 11: Pre-Final Punch List. The Consultant will prepare the pre-final project punch list. This trip will be performed by the team's project manager, project civil engineer and project electrical engineer. The duration of this trip will be 8 hours per each team member. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 36.

- 4. **Construction Closeout:** This includes activities for providing a final project walk through, project closeout documentation and creating a record set of drawings conforming to construction records drawings. The specific elements of work include:
 - a. Final Project Punch List and Walk Through: The Consultant will prepare the Final project punch list. A final walk through will be performed by the Sponsor, the FAA (if available) and members of the Consultant's Team.
 - b. Engineering Record Drawings: The Consultant will prepare the Conforming to Construction Record drawings of the project. These drawings will be developed from documentation created by the Contractor and Consultant throughout the duration of the project. An electronic (pdf) set of drawings will be provided to the Sponsor and the FAA for their records.
 - c. Final Construction Report: The Consultant will prepare and submit to the Sponsor and the FAA a final construction report in accordance with the FAA Central Region, Airport Sponsor Guide, Section 1610, Development Project Closeout. These documents will be provided to the FAA within 90 calendar days after project final acceptance.
 - d. Prepare and submit an as built Airport Layout Drawing.

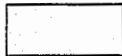
- e. Prepare and submit an updated signage and pavement marking plan. A copy will also be forwarded to the FAA 139 Inspector.
 - f. Prepare and submit a dimensional drawing of all the new facilities resulting from the Runway 2-20 project for the purposes of updating the Airport Diagram.
5. **Subconsultant Material Testing:** The Consultant will provide, through the services of a certified and accredited material testing laboratory, all quality assurance testing in accordance with the Contract Documents.
6. **Subconsultant Construction Observation Services (DBE):** The DBE subconsultant will provide construction observation support during concrete paving operations.

C. ESTIMATED TIME OF COMPLETION:

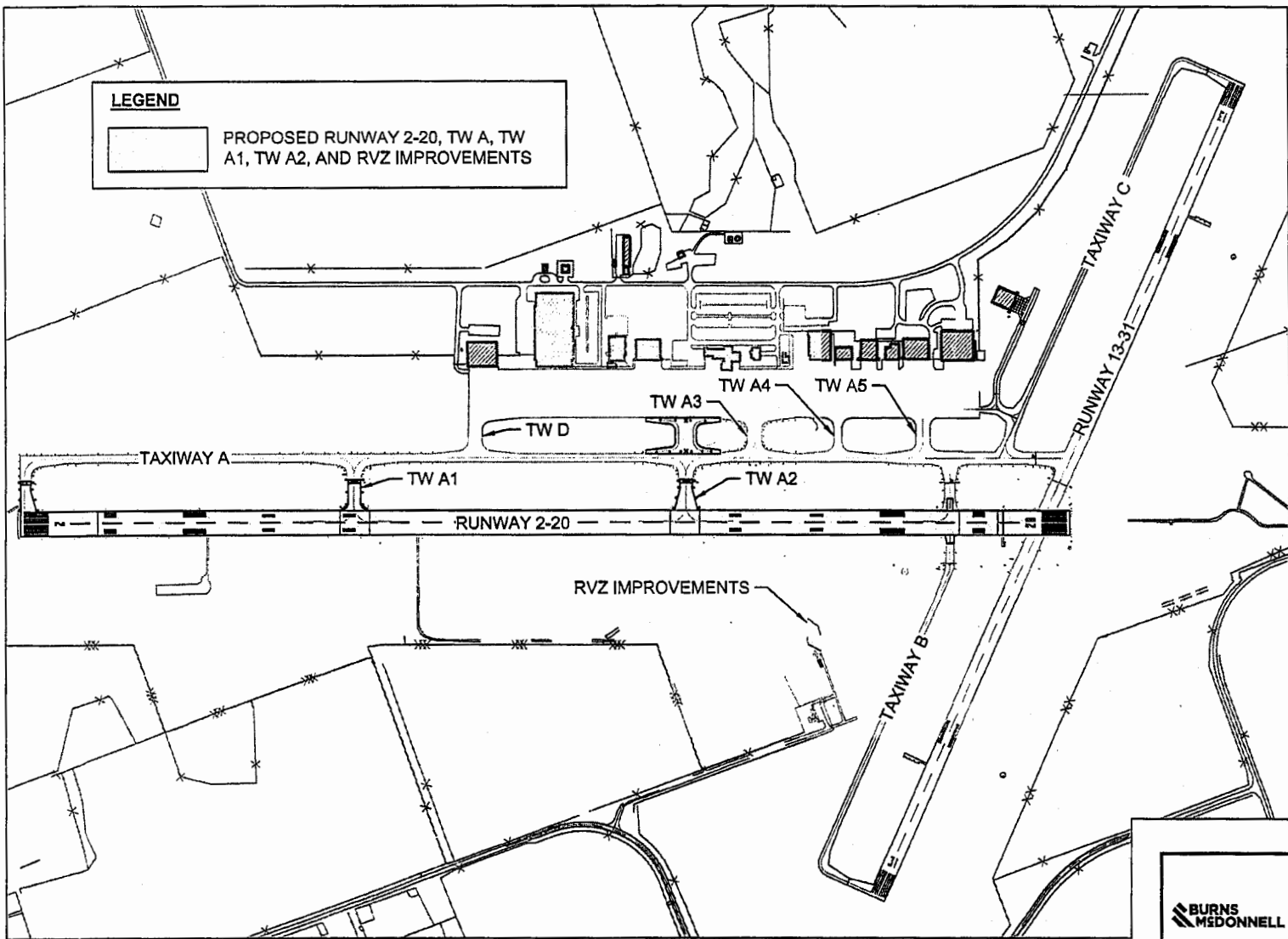
- 1. The time to complete the Scope of Services for items identified in Section B of this Scope of Work is estimated at One Hundred Eighty (180) calendar days from the contractor's Notice to Proceed.

END OF SOW

LEGEND



PROPOSED RUNWAY 2-20, TW A, TW A1, TW A2, AND RVZ IMPROVEMENTS



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	Columbia Regional Airport
	Exhibit I Proposed Scope of Work

Exhibit B
SUMMARY OF COSTS

SUMMARY EXHIBIT B.1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Columbia Regional Airport
 Runway 2-20 Pavement Repairs and TW A, TW A1 and TW A2 Improvements
 Columbia, Missouri
 BASIC & SPECIAL SERVICES
 June 4, 2018

1 DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HR</u>	<u>COST (\$)</u>		
			<u>Office</u>	<u>Field</u>	<u>Contract</u>
Principal	12.00	\$ 68.00	\$ 816.00	\$ -	\$ -
Project Manager	112.00	\$ 54.30	\$ 6,081.60	\$ -	\$ -
Sr. Civil Eng.	370.00	\$ 45.00	\$ 16,650.00	\$ -	\$ -
Staff Civil Eng.	330.00	\$ 39.00	\$ -	\$ 12,870.00	\$ -
Sr. Electrical Eng.	67.00	\$ 54.00	\$ 3,618.00	\$ -	\$ -
Resident Observer	952.00	\$ 57.50	\$ -	\$ 54,740.00	\$ -
Sr. Architect	0.00	\$ 49.00	\$ -	\$ -	\$ -
Sr. Tech	24.00	\$ 35.00	\$ 840.00	\$ -	\$ -
Staff Tech.	70.00	\$ 30.00	\$ 2,100.00	\$ -	\$ -
Clerical	120.00	\$ 21.00	\$ 2,520.00	\$ -	\$ -
Total Hours	2,167.00				
Total Direct Salary Costs			\$ 37,532.60	\$ 67,610.00	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Cost: (Office Rate) 221.95% \$ 83,303.61

3 SUBTOTAL

Summary of Items No. 1 and No. 2: \$ 120,836.21 \$ 217,670.40 \$ -

4 FIXED FEE

Percentage: 10.00% \$ 12,083.62 \$ 21,767.04 \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: \$ 132,919.83 \$ 239,437.43 \$ -

6 OUT OF POCKET EXPENSES

<u>OFFICE & FIELD</u>	<u>No. of Units</u>	<u>Units</u>	<u>Cost/Unit</u>			
Travel: Mileage	12,880.00	Miles	\$ 0.545	\$ 7,019.60		
Food: Per Day	121.50	Per Day	\$ 51.00	\$ 6,196.50		
Lodging: Per Diem	102.00	Per Day	\$ 104.13	\$ 10,621.26		
Rental Vehicle	0.00	Per day	\$ 65.00	\$ -		
Airline	0.00	Each	\$ 0.00	\$ -		
Printing, Shipping & Misc.				\$ 6,134.38		
Subtotal				\$ 29,971.74	\$ -	\$ -
Summary of Out of Pocket Expenses:				\$ 29,971.74	\$ -	\$ -

7 SUBCONSULTANTS

Material Testing: ESS \$ - \$ - \$ 60,000.00
 Construction Observation Services: RDM \$ - \$ - \$ 28,764.00
 Subtotal \$ - \$ - \$ 88,764.00

8 MAXIMUM TOTAL FEE

Subtotal \$ 162,891.57 \$ 239,437.43 \$ 88,764.00

TOTAL	\$	491,093.00
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SUMMARY EXHIBIT B.2

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Columbia Regional Airport
 Runway 2-20 Pavement Repairs and TW A, TW A1 and TW A2 Improvements
 Columbia, Missouri
 BASIC & SPECIAL SERVICES
 June 4, 2018

		Principal	Project Manager	Sr. Civil Eng.	Staff Civil Eng.	Sr. Electrical Eng.	Staff Electrical Eng.	Sr. Planner	Geotech Eng.	Resident Observer	Sr. Architect	Sr. Tech	Staff Tech.	Other Costs	
Gross Hourly Rates		\$ 240.82	\$ 192.30	\$ 159.37	\$ 138.12	\$ 191.24	\$ 157.59	\$ 134.58	\$ 194.78	\$ 203.63	\$ 173.53	\$ 123.95	\$ 106.24		
BASIC SERVICES															
Total =	1	Construction Administration (Office)	12.0	62.0	237.0	0.0	42.0	34.0	0.0	16.0	8.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 82,308.99	\$ 2,889.82	\$ 11,922.65	\$ 37,769.56	\$ -	\$ 8,032.01	\$ 5,358.21	\$ -	\$ 3,116.48	\$ 1,629.07	\$ -	\$ -	\$ -	\$ 4,749.11
Total =	2	Construction Phase Services (Field)	0.0	36.0	108.0	284.0	12.0	12.0	0.0	0.0	940.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 281,633.47	\$ -	\$ 6,922.83	\$ 17,211.45	\$ 36,462.77	\$ 2,294.86	\$ 1,891.13	\$ -	\$ -	\$ 191,415.37	\$ -	\$ -	\$ -	\$ 23,947.65
Total =	3	Construction Closeout	0.0	14.0	25.0	66.0	13.0	24.0	0.0	4.0	0.0	24.0	70.0	Sum: (1, 2, 3, 4, & 5)	
		\$ 38,386.54	\$ -	\$ 2,692.21	\$ 3,984.13	\$ 9,115.69	\$ 2,486.10	\$ 3,782.27	\$ 3,229.80	\$ -	\$ 814.53	\$ -	\$ 2,974.82	\$ 7,437.05	\$ 1,274.98
PART A SUBTOTAL		\$ 402,329.00													
SPECIAL SERVICES															
Total =	1	Material Testing: ESS	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)
		\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
Total =	2	Construction Observation Services: RDM	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)	
		\$ 28,764.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,764.00	
PART B SUBTOTAL		\$ 88,764.00													
PART A & PART B TOTAL		\$ 491,093.00													

(1) Mileage, Motel & Meals (3) Computer Services (5) Miscellaneous Items Note: Subconsultant Costs (as used) are identified as a Special Services Task.
 (2) Equipment, Materials & Supplies (4) Vendor Services

Exhibit C
REQUIRED CERTIFICATIONS

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 Offerer /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.

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/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor 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 a contractor 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 Contractor 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 Contractor 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.

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.

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 () 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 (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is 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.

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

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

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

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

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

