

Airport: Columbia Regional Airport

Project No.:

Airport Name: Columbia Regional Airport

Project No.: _____

County: Boone

AVIATION PROJECT CONSULTANT AGREEMENT

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date") between the City of Columbia, Missouri, on behalf of Columbia Regional Airport, (hereinafter "Sponsor"), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** , a corporation organized in the State of Missouri with authority to transact business within the State of Missouri (hereinafter "Consultant"), and Sponsor and Consultant are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

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

Construction Phase Services and Construction Close Out Services for the Construction of Hangar 730, which is further described in Exhibit I

WHEREAS, Sponsor has selected Consultant to perform professional services to accomplish the project at the Columbia Regional Airport in Columbia, Missouri; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT and the City of Columbia.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

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- (B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by Sponsor to represent Sponsor in negotiations, communications, and various other contract administration dealings with Consultant.
- (C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.
- (D) "CONSULTANT" means the firm providing professional services to Sponsor as a party to this Agreement.
- (E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with Sponsor.
- (F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.
- (G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.
- (H) "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.
- (I) "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.
- (J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which Consultant, with the written consent of Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to Consultant.
- (K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until

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Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

- (L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of Consultant, or the unilateral cancellation of this Agreement by Sponsor.
- (M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.
- (N) "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 Exhibits I and II of this Agreement.
- (B) The specific services to be provided by Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.
- (C) Consultant shall serve as Sponsor's professional engineering contractor in those assignments to which this Agreement applies, and shall give consultation and advice to Sponsor 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.
- (D) Consultant shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by Sponsor. Sponsor may elect to authorize the Project as a whole or in parts.
- (E) Consultant will designate the following listed individuals as its project team with responsibilities as assigned. Consultant 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 Consultant without the written approval of Sponsor.

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Name and Title

David G. Hadel, PE

Jon Eric Montgomery, PE

Assignment

Principal in Charge

Project Manager

All of the services required hereunder will be performed by Consultant 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 Sponsor and any work or services so subcontracted shall be subject to the provisions of this Agreement.

- (F) Consultant shall furnish such periodic reports as Sponsor 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.
 - (G) Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and any other records as deemed necessary by Sponsor to assure proper accounting for all project funds. These records must be available to Sponsor or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.
- (3) ADDITIONAL SERVICES: Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in a Supplemental Agreement.
- (4) INFORMATION AND SERVICES PROVIDED BY SPONSOR:
- (A) At no cost to Consultant and in a timely manner, Sponsor will provide available information of record which is pertinent to this project to Consultant upon request. In addition, Sponsor will provide Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by Sponsor", which is attached hereto and made a part of this Agreement. Consultant shall be entitled to rely upon the accuracy and completeness of such information, and Consultant may use

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such information in performing services under this Agreement.

- (B) Consultant shall review the information provided by Sponsor and will as expeditiously as possible advise Sponsor of any of that information which 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, Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of Consultant as the result of inaccurate or inadequate information provided by Sponsor will be addressed per the provisions of Section (3) of this Agreement. Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by Sponsor which inaccuracies or inadequacies are not detected by Consultant, unless the errors should have been detected by Consultant through reasonable diligence.

(5) RESPONSIBILITY OF CONSULTANT:

- (A) 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. Consultant shall provide the services in accordance with the criteria and requirements established and adopted by Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.
- (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) 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 of Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by Consultant, Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of 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 Consultant. Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve Consultant of the responsibility

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to correct such negligent acts, errors, or omissions.

- (D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and 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) Consultant shall cooperate fully with Sponsor's activities on adjacent projects as may be directed by Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by 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 Sponsor, arising out of or relating to Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by Consultant in performing this Agreement, Consultant shall have the affirmative duty to assist Sponsor in preparing Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to Sponsor by Consultant will be compensated at an amount or rate negotiated between Sponsor and Consultant as will be identified in a separate agreement between Sponsor and Consultant. To the extent the assistance given to Sponsor by Consultant was necessary for Sponsor to defend claims and liability due to Consultant's negligent acts, errors, or omissions, the compensation paid by Sponsor to Consultant will be reimbursed to Sponsor.
- (6) NO SOLICITATION WARRANTY: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for 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, Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from this 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) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is zero percent (0%) of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBE's on this Agreement. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying Consultant from future bidding as non-responsible. In addition, a violation of Sponsor's DBE Program by Consultant shall constitute a material breach of this Agreement, and shall entitle Sponsor 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 this Agreement, including but not limited to termination of this 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

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addition to any other available remedy. The Parties further agree that in addition to any other remedies Sponsor may have at law for material breach of this Agreement, Sponsor shall be entitled to exercise any one or more of the following remedies if Consultant violates the DBE Program: (a) terminate this Agreement for default; (b) suspend this Agreement for default; (c) withhold payments due to Consultant under this Agreement until such violation has been fully cured or Sponsor and Consultant have reached a mutually agreeable resolution; (d) assess liquidated damages as provided in this Agreement; (e) offset any liquidated damages and / or amounts necessary to cure any violation of the DBE Program from any other amounts due to Consultant pursuant to this 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.

1. Policy: It is the policy of the USDOT and Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.
2. Obligation of Consultant to DBEs: Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.
3. Geographic Area for Solicitation of DBEs: Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If Consultant cannot meet the DBE goal using DBEs from that geographic area, Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

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4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in this Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by Sponsor and MoDOT if MoDOT funds are used for this Project.
6. Verification of DBE Participation: Prior to the release of the final payment by Sponsor, Consultant shall file a list with Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of Consultant to achieve the DBE participation specified

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in this Agreement may result in sanctions being imposed on Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by Sponsor, Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: This Agreement goal established by Sponsor is stated above in Subsection (7)(A). Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
 - A. Attended a meeting scheduled by Sponsor to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
 - F. Provided interested DBEs with adequate information about

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plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by Sponsor or by Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

| (A) DBE NAME AND ADDRESS | (B) TYPE OF DBE SERVICE | (C) DOLLAR VALUE OF DBE SUB- CONTRACT | (D) PERCENT APPLICABL E TO DBE GOAL (100%, 60%) | (E) DOLLAR AMOUNT APPLICA BLE TO DBE GOAL | (F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT) |
|--------------------------------|-------------------------------|---|--|---|---|
| N/A | N/A | N/A | N/A | N/A | N/A |
| ██████████ | ██████████ | ██████████ | ██████████ | ██████████ | ██████████ |
| ██████████ | ██████████ | ██████████ | ██████████ | ██████████ | ██████████ |
| ██████████ | ██████████ | ██████████ | ██████████ | ██████████ | ██████████ |
| ██████████ | ██████████ | ██████████ | ██████████ | ██████████ | ██████████ |
| TOTAL DBE PARTICIPATION | | | | \$ ██████████ | ██████████ % |

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9. Good Faith Efforts to Obtain DBE Participation: If Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than Sponsor's DBE goal given in Subsection (7)(A), then Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by Sponsor in Subsection (7)(A). Documentation of Consultant's good faith efforts is to be submitted with this Agreement to Sponsor and a copy submitted to MoDOT. If a contract goal has been established, Consultant 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. Consultant shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on this Agreement with another certified DBE, to the extent needed to meet the contract goal. Consultant shall notify the City's DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and /or provide reasonable documentation. Consultant shall not remove, replace, or substitute a DBE unless Consultant obtains the City prior written approval.

10. Liquidated Damages for Violation of the DBE Program. The Parties acknowledge and agree that CITY will incur costs if Consultant 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, Consultant agrees to pay CITY liquidated damages at the rates set forth below for each specified violation of the DBE Program. Consultant 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

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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 dollars (\$50) per day for each day that such documentation or written submission is overdue.

11. Consultant shall maintain records and documents of payments to DBEs for three (3) years following the performance of this Agreement. These records shall be made available for inspection upon request by authorized representatives of CITY or DOT. Consultant 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.

(8) SUBCONSULTANTS:

- (A) 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 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):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

| FIRM NAME | COMPLETE ADDRESS | NATURE OF SERVICES | SUBCONTRACT AMOUNT |
|---------------------------------|--|--------------------|--------------------|
| Engineering, Surveys & Services | 1113 Fay Street Columbia, Missouri 65201 | Material Testing | \$25,000. |

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- (B) 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 this Agreement and to make such materials available at their offices at reasonable times during this Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

- (C) Unless waived or modified by Sponsor, Consultant agrees to require, and shall provide evidence to Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:
 - 1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
 - 2. Automobile Liability: \$500,000.00 per person 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 Liability: \$1,000,000.00, each claim and \$3,000,000 in the annual aggregate.

- (D) The subletting of the services will in no way relieve Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and 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

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cost by Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

- (F) Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of Sponsor or MoDOT. Further, Consultant agrees to report to Sponsor on a monthly basis the actual payments made by Consultant to such DBE Subconsultants.
- (G) Consultant agrees that any agreement between Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by Sponsor.

(9) FEES AND PAYMENTS:

- (A) Consultant shall not proceed with the services described herein until Consultant receives written authorization in the form of a Notice to Proceed from Sponsor.
- (B) The amount to be paid to Consultant by Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the basis of Consultant's actual costs plus a fixed fee of \$20,014.94 for a subtotal of **\$220,164.33**, except that the combined costs and fee will not exceed a maximum amount payable of **\$258,214.00**, 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) 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, Procurement, Management, and Administration of Engineering and Design Related Services. 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

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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 in Subsections (9)(C) 1 and 2 will be established based on the latest audit.
5. Consultant shall provide a detailed person hour/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. Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.
7. Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that

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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 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 Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.
 9. Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than fifteen (15) days from Consultant's receipt of each payment Consultant receives from Sponsor. Consultant agrees further to either not withhold retainage or to return retainage payments to each Subconsultant within 15 days after the Subconsultant'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 Sponsor. This clause applies to both DBE and non-DBE Subconsultants.
- (D) Consultant shall submit an invoice for services rendered to 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, Sponsor will, as soon as practical, but not later than 30 days from receipt, pay Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress 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 Consultant, within thirty (30) days after Sponsor 's receipt of Consultant's invoice. 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. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of this Agreement.
- (E) Reserved.
- (F) Within twenty (20) days of receipt of payment from Sponsor to Consultant, Consultant shall certify to Sponsor that Consultant has made payment to

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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.

(10) 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. Consultant and Sponsor will be required to meet this schedule.
- (B) Consultant and Sponsor will be required to meet the schedules in this Agreement. Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by 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. 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, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to Sponsor approval.
- (C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:
 - 1. War or acts of war, declared or undeclared;
 - 2. Flooding, earthquake, or other major natural disaster preventing Consultant from performing necessary services at the project site, or in 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 Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by Consultant;
 - 4. Court proceedings;
 - 5. Changes in services or extra services.
 - 6. COVID-19 Notification. The uncertainty and potential disruptions to

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the labor force and supply chain caused by the global outbreak and spread of COVID-19 (“coronavirus”) may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the Consultant a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an “act of God,” labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of “commercial impracticability” or “frustration of purpose” under the Uniform Commercial Code (“UCC”) may also excuse performance if delivery pursuant to our contract’s terms has been made “impracticable” by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. Sponsor may, by written notice to 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 Sponsor, Consultant must immediately discontinue all services affected.
2. Upon termination of this Agreement, Consultant must deliver to Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by Consultant under this Agreement, whether complete or partially complete.
3. Sponsor agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Sponsor 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.

(B) Termination for Default:

1. 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 this Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate this 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. Sponsor reserves the right to withhold payments to Consultant until such time Consultant corrects the breach or Sponsor elects to terminate the contract. Sponsor may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in Sponsor's notice.
3. Termination by Sponsor:
 - a. Sponsor may terminate this Agreement, in whole or in part, for the failure of Consultant to:
 - i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;
 - ii. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - iii. Fulfill the obligations of this Agreement that are essential to the completion of the Project.
 - b. Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of this Agreement, Consultant must deliver to Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by Consultant under this Agreement, whether complete or partially complete.

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

d. Sponsor 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.

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

4. Termination by Consultant:

a. Consultant may terminate this Agreement in whole or in part, if Sponsor:

- i. Defaults on its obligations under this Agreement;
- ii. Fails to make payment to Consultant in accordance with the terms of this Agreement; or
- iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of Consultant.

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

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

(12) 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 Sponsor upon suspension, abandonment, cancellation, termination, or completion of Consultant's services hereunder; provided, however,
1. Consultant shall have the right to their future use with written permission of Sponsor;
 2. Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and
 3. 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 CFR Part 401. The standard patent rights clause at 37 CFR § 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. Subsection (l) of the clause, entitled "communication"

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shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to Sponsor".

IV. The following terms in 37 CFR 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 Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to Sponsor in data files compatible with 2018 CADD version and Adobe PDF. 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 Consultant's knowledge, the electronic data files submitted to Sponsor will have an acceptance period of 60 calendar days after receipt by Sponsor. If during that period Sponsor finds any errors or omissions in the files, Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of this Agreement. 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 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

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Consultant's instrument of service. Only the submitted hard copy documents with Consultant Engineer's seal on them will be considered the instrument of service. Consultant's nameplate shall be removed from all electronic media provided to Sponsor.

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

- (A) 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) 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 this Agreement on the part of Consultant; the proper compensation for performance or breach of this Agreement; and all claims of any character whatsoever in connection with or growing out of the services of Consultant, whether claims under this Agreement or otherwise. Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.
- (C) If Consultant has a claim for payment against 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 within sixty (60) days of Consultant's receipt of payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to 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

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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 Sponsor.

- (E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of Sponsor against Consultant. Further, any claims of Sponsor against Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).
 - (F) Notwithstanding Subsections (13)(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.
- (14) SUCCESSORS AND ASSIGNS: Sponsor and Consultant 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 Sponsor nor Consultant shall assign, sublet or transfer his interest in the agreement without the written consent of the other.
- (15) INDEMNIFICATION RESPONSIBILITY:
- (A) **HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless MoDOT (if state funds are used on this project), the FAA (if federal funds are used on this project), 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 Consultant, of any subcontractor of Consultant (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts Consultant or its subcontractor may be liable, in connection with providing these services except as provided in this agreement. This provision does not, however, require Consultant to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.**
 - (B) Consultant shall be responsible for the direct damages incurred by Sponsor as result of the negligent acts, errors, or omissions of Consultant or anyone for whom 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, Consultant shall not be liable to Sponsor for

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such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

- (C) Neither 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 Sponsor on this project arising out of Consultant's services hereunder.
- (D) **Professional Responsibility**
Consultant 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 Consultant fails to meet the foregoing standard, Consultant 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 Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's services for the Project. In addition, Consultant will be responsible to Sponsor for damages caused by Consultant's negligent conduct during its activities at the Project site or in the field.
- (E) **Professional Oversight Indemnification**
Consultant understands and agrees that Sponsor has contracted with Consultant based upon Consultant's representations that Consultant 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, Consultant agrees to defend, indemnify and hold and save harmless Sponsor from any and all claims, settlements and judgments whatsoever arising out of Sponsor's alleged negligence in hiring or failing to properly supervise Consultant.

(16) INSURANCE:

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

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against in commercial general liability policies.

- (B) Consultant shall also maintain professional liability insurance to protect Consultant against the negligent acts, errors, or omissions of Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- (C) Consultant's insurance coverages shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
 - 2. Automobile Liability: \$500,000.00 per person 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) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, Consultant may obtain insurance at all times in an amount equal to Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.
- (E) Consultant shall, upon request at any time, provide Sponsor with certificates of insurance evidencing 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.
- (F) Any insurance policy required as specified in Section (16) 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.

(17) CONSTRUCTION PHASE OF THE PROJECT:

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- (A) Reserved.
 - (B) Because 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 Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but 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 Consultant.
 - (C) 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). 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). 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.
- (18) NONDISCRIMINATION ASSURANCE: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
- (A) Compliance With Regulations: The Contractor (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. In addition, Contractor shall comply with all state statutes, Executive Orders, rules and local ordinances related to nondiscrimination.
 - (B) Nondiscrimination: The Contractor, 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 Contractor 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.

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- (C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 Contractor of the contractor'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 Contractor 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 sponsor, MoDOT or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor, MoDOT 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 a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it, MoDOT, or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- (F) Incorporation of Provisions: The Contractor will include the provisions of these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor, MoDOT or the Federal Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests

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of the United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. 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);
2. 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);
3. 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);
4. 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;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. 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);
7. 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);
8. 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

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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;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. 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;
 11. 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); and
 12. 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.*).
- (l) Contract Assurance (§ 26.13): Consultant or its subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as Sponsor 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 Consultant from future bidding as non-responsible.

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(J) EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, Consultant agrees as follows:

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant 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. Consultant 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. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Consultant 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 Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Consultant 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. Consultant 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

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purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant 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. Consultant will include the portion of the sentence immediately preceding paragraph (J) 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. Consultant 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 Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- (K) Prohibition of Segregated Facilities: Consultant 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. Consultant 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,

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

- (19) APPROVAL: If MoDOT funding is being used on this Project, this Agreement is made and entered into subject to the approval of MoDOT.
- (20) AVIATION FEDERAL AND STATE CLAUSES. Consultant acknowledges that grant funding may be used for this Project. Consultant 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. Consultant 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. Consultant, and all subcontractors shall incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services. Consultant shall be responsible for compliance with these contract provisions by any subcontractor, lower tier subcontractor or service provider.
- (A) Civil Rights – 49 USC § 47123: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure 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 Contractor and any subcontractors from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- (B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:
1. By execution of this Agreement, Consultant certifies that with respect to this Agreement, Consultant:
 - A. 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);

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- B. 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
 - C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- 2. 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, United States Code, Section 1001.
 - 3. Consultant must provide immediate written notice to Sponsor if Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require subconsultants provide immediate written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
 - 4. 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 a Consultant or subconsultant:
 - A. 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
 - B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
 - C. who incorporates in the public works project any product of a foreign country on such USTR list.
 - 5. 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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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6. Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. Consultant may rely on the certification of a prospective subconsultant 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 Consultant has knowledge that the certification is erroneous.
7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through Sponsor cancellation of this Agreement for default at no cost to Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, Consultant hereby certifies that any employee of Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event Consultant fails to comply with the provisions of Executive Order 07-13, or in the event Sponsor has reasonable cause to believe that Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
2. Consultant shall include the above-provision concerning said Executive Order within every subcontract. Consultant shall take such action with respect to any subcontract as Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on

Project No.:

Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA 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 sub-grant.

2. In support of this initiative, Sponsor encourages Consultant 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. Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.
- (E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 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.
- (F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement 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. Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- (G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970

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(20 CFR Part 1910). Consultant 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.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): Consultant and any subconsultants 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 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

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

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

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- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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 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.
 - B. 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, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
2. 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- (K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):
1. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and

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one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.
 3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.
 4. Subcontractors: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).
- (L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. Sponsor will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of this Agreement. Sponsor reserves the right to withhold payments to Consultant until such time Consultant corrects the breach or Sponsor elects to terminate this

Project No.:

Agreement. Sponsor's notice will identify a specific date by which Consultant must correct the breach. Sponsor may proceed with termination of this Agreement if Consultant fails to correct the breach by deadline indicated in Sponsor's notice. The duties and obligations imposed by this Agreement 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.

- (M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G):
Consultant agrees:
1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and
 2. To report any violation to Sponsor immediately upon discovery. Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA. Consultant must include this requirement in all subcontracts that exceeds \$150,000.00.
- (N) Seismic Safety – 49 CFR Part 41: In the performance of design services, Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, Consultant agrees to furnish Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.
- (O) Reserved.
- (P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: Consultant certifies that it is not a corporation that:
1. 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; or
 2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

Project No.:

(Q) Access to Records and Reports: Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide Sponsor, 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

(R) 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, 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.

(21) 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 Boone County, Missouri and substantial elements of its performance will take place or be delivered at Boone County, Missouri, by reason of which Consultant consents to

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venue of any action against it in Boone County, Missouri. Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of Consultant in the performance of this Agreement.

- (22) **AUDIT OF RECORDS:** For purpose of an audit, 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 Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at Consultant's offices, at no charge, during this Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If Sponsor has notice of a potential claim against Consultant and/or Sponsor based on Consultant's services under this Agreement, Consultant, upon written request of Sponsor, shall retain and preserve its records until Sponsor has advised Consultant in writing that the disputed claim is resolved.
- (23) **NOTICE TO THE PARTIES:** All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by Sponsor or Consultant at their respective addresses of record. Either party may change its address of record by written notice to the other party.
- (A) **Notice to Sponsor:** Notices to Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of Consultant hereunder:

| | | | |
|--|---|-----|--|
| NAME AND TITLE OF SPONSOR'S REPRESENTATIVE | David Nichols, Public Works Director | | |
| SPONSOR'S NAME | City of Columbia, Missouri | | |
| SPONSOR'S ADDRESS | P.O. Box 6015 Columbia, Missouri 65205 | | |
| PHONE | 573-874-7253 | FAX | |
| E-MAIL ADDRESS | David.Nichols@CoMo.gov | | |

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 Sponsor may now or hereafter deem appropriate. Such substitution or

Project No.:

designations shall be made by Sponsor in a written notice to Consultant.

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

| | | | |
|---|--|-----|--------------|
| NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE | Dave Hadel, P.E., Manager, Aviation Services | | |
| CONSULTANT'S NAME | Burns & McDonnell | | |
| CONSULTANT'S ADDRESS | 9400 Ward Parkway Kansas City, Missouri 64114 | | |
| PHONE | 816-822-3378 | FAX | 816-822-3415 |
| E-MAIL ADDRESS | dhadel@burnsmcd.com | | |

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 Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by Consultant's president or chief executive officer in a written notice to Sponsor.

- (24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.
- (25) CONFIDENTIALITY: Consultant agrees that Consultant's services under this Agreement are a confidential matter between Consultant and Sponsor. Consultant shall not disclose any aspect of Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for Consultant in the furtherance of this Agreement, without the prior approval of Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of Consultant's services or to any information which (1) is already in the public domain or is already in Consultant's possession at the time 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 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 Sponsor, in advance.

Project No.:

- (26) 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 Sponsor and Consultant.
- (27) 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 Sponsor and Consultant.
- (B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by Consultant under this Agreement or the termination of this Agreement for any reason.
- (28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to Sponsor prior to the performance of such subconsultant services under this Agreement.
- (29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Sponsor and Consultant.
- (30) Employment of Unauthorized Aliens Prohibited: Consultant shall comply with Missouri State Statute section 285.530 in that Consultant 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, Consultant 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. Consultant 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. Consultant shall require each subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within

Project No.:

the state of Missouri. Consultant shall also require each subcontractor to provide Consultant 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.

- (31) 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.
- (32) Consultant's Representations and Warranties: Consultant represents and warrants as follows:
- (a) Consultant has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;
 - (b) Consultant has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;
 - (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Consultant with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Consultant or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Consultant is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;
 - (d) Consultant has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;
 - (e) To Consultant's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect Consultant ability to perform its obligations under this Agreement; and
 - (f) This Agreement is a legal, valid and binding obligation of Consultant enforceable in accordance with its terms, except as limited by laws of general

Project No.:

applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

(33) 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 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: 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.

(34) Entire Agreement: This Agreement represents the entire and integrated Agreement between Consultant and Sponsor relative to the Scope of Basic Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Consultant's services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

Airport: Columbia Regional Airport

Project No.:

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by Consultant the _____ day of _____, 20____.

Executed by Sponsor the _____ day of _____, 20____.

Consultant:

Burns & McDonnell Engineering Company, Inc.

Sponsor:

CITY OF COLUMBIA, MISSOURI

By:  _____
Signature

By: _____
Signature

Title: Manager, Aviation Services

Title: City Manager

ATTEST:

ATTEST:

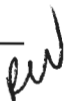
By: _____
Signature

By: _____
Signature

Title: _____

Title: City Clerk

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. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

Airport: Columbia Regional Airport

Project No.:

EXHIBIT I

PROJECT DESCRIPTION

The Project is the design and construction of a new hangar at Columbia Regional Airport in Columbia, Missouri. It includes bid alternates 1 (administrative office building addition), 2 (4 parking stalls and sidewalk), and 4 (entrance drive, fence, automated vehicular sliding gate), as designated in City of Columbia's RFP 9/2020.

Airport: Columbia Regional Airport

Project No.:

EXHIBIT II
MARCH 9, 2020
SCOPE OF BASIC & SPECIAL SERVICES
FOR
HANGAR 730: CONSTRUCTION PHASE SERVICES
AT
COLUMBIA REGIONAL AIRPORT

A. PROJECT NAME:

1. **Project Name:** Hangar 730 at Columbia Regional Airport
2. **Description of Project:** The description of planned improvements is described herein as follows:
 - a. Construction of new Hangar 730 that will facilitate the lease area and operations currently served by existing Hangar 350 located directly south of the existing terminal building.

B. DESCRIPTION OF SERVICES TO BE PERFORMED

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

1. **CONSTRUCTION AND DESIGN ADMINISTRATION, AND PRE-CONSTRUCTION PHASE SERVICES:** This phase will include construction and design administration and pre-construction phase services to assist the Sponsor including the following activities:
 - a. Construction and design administration and pre-construction phase services (office):
 - i. Attend and chair a preconstruction kickoff meeting. Attendees for the Consultant include Project Manager, Civil Engineer, Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer and Fire Protection Engineer.
 - ii. Participation in project meetings throughout the 14-week design phase. Attendance of project meetings to alternate between on-site and teleconference each week.
 - iii. Assist Sponsor with the preparation of the contract documents.
 - iv. Assist Sponsor with the review of the FAA submittals for the Construction and Safety Phasing Plan (CSPP) and 7460 permit documentation prepared by the Design-Builder.
 - v. Review of the following design deliverable packages prepared by the Design-Builder:
 - a. 30% Schematic Design
 - b. 60% Design Development
 - c. 90% Final Design
 - vi. Review, coordinate and respond to Requests for Information (RFI) directed to Sponsor. Estimate 40 hours at 1 hour/each Plus Clerical. These tasks assume receipt of 1 RFI per week and an average working time of 1 hour per RFI with administrative processing for a duration of 40 weeks.

Project No.:

- vii. Coordinate and review pay applications. It is assumed this effort will require two hours of effort for each pay application. The total number of pay requests is estimated at twelve over the duration of 40 weeks of design and construction.
 - viii. Evaluation of change orders and supplemental agreements. This project is intended to reflect a maximum guaranteed price from the award-winning Design/Builder. However, an exception to this understanding would be in the event of an opportunity to improve the project through a value engineering determination or an owner requested modification. The total number of evaluations is estimated at three with a duration of four hours each.
 - ix. Review shop drawings and product submittals from the contractor to monitor design development and construction progression: It is assumed a total of 32 original submittals and 25% of these submittals will be resubmitted to confirm compliance with the contract documents. A total of two hours per submittal is assumed for a not to exceed effort of 80 hours.
 - x. Evaluation of project schedule updates It is assumed that there will be one updated schedule submitted per month for ten months and each evaluation will not exceed two hours.
 - xi. Procure a material testing laboratory and develop the scope of work for Material Testing Services associated with Earthwork, Footings, Foundations & Steel Structure.
 - xii. Coordinate and review weekly test reports as prepared by the Quality Assurance material testing laboratory and the Design/Builder's Quality Control team.
 - xiii. Provide executive management for one hour per week over the duration of 42 weeks.
2. CONSTRUCTION PHASE SERVICES (FIELD): This phase will include part-time in-field observations as follows:
- a. Participation in up to two hours of project meetings via teleconference each week throughout the 26-week construction phase.
 - b. Attendance of on-site project meetings one day per week throughout the 26-week construction phase by the Project Manager. A total of 10-hours will be used per trip (including travel).
3. CONSTRUCTION CLOSEOUT SERVICES: This phase will include services to assist the Sponsor for project closeout as follows:
- a. Perform onsite visual observations to develop a pre-final punch list inspection. Attendees to include the Project Manager, Civil Engineer, Architect, Mechanical Engineer, Electrical Engineer and Fire Protection Engineer.
 - b. Perform onsite visual observations to develop a final punch list inspection. Attendees to include the Project Manager and Structural Engineer.
 - c. Confirmation of all Record Document deliverables from the Design-Builder.
 - d. Confirmation of all Operations and Maintenance deliverables.
 - e. Post Warranty Review. Prior to the one-year anniversary date from which the hangar obtained its Certificate of Occupancy, the Consultant will perform a walkthrough of the facility to identify any potential warranty issues associated with the project. A summary of findings and request for action and time to complete the outstanding items will be forwarded to the Contractor and copied to the Sponsor.
4. CONSTRUCTION SERVICES ADDITIONAL SITE VISITS: The Sponsor has at their disposal the option to request the Consultant to provide a maximum of five additional site visits to the project. These site visits will only be utilized at the direction of the Sponsor.

Airport: Columbia Regional Airport

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END OF SCOPE OF SERVICES

Airport: Columbia Regional Airport

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**EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
PROJECTS**

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

| NUMBER | TITLE |
|-----------------------------|---|
| 70/7460-1L Change 2 | Obstruction Marking and Lighting |
| 150/5000-9A | Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations |
| 150/5000-17 | Critical Aircraft and Regular Use Determination |
| 150/5020-1 | Noise Control and Compatibility Planning for Airports |
| 150/5070-6B Changes 1-2 | Airport Master Plans |
| 150/5070-7 Change 1 | The Airport System Planning Process |
| 150/5100-13B | Development of State Standards for Non Primary Airports |
| 150/5100-17, Changes 1-7 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5200-28F | Notices to Airmen (NOTAMS) for Airport Operations |
| 150/5200-30D Change 1 | Airport Field Condition Assessments and Winter Operations Safety |
| 150/5200-31C 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 |

Airport: Columbia Regional Airport

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|----------------------------|--|
| 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 |
| 150/5220-16E Change 1 | 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 Changes 1-2 | Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment |
| 150/5300-13A Change 1 | Airport Design |
| 150/5300-14C | Design of Aircraft Deicing Facilities |
| 150/5300-15A | Use of Value Engineering for Engineering and Design of Airport Grant Projects |
| 150/5300-16A | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C Change 1 | Standards for Using Remote Sensing Technologies in Airport Surveys |
| 150/5300-18B Change 1 | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 105/5320-5D | Airport Drainage Design |

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|-----------------------------|---|
| 150/5320-6F | Airport Pavement Design and Evaluation |
| 150/5320-12C Changes 1-8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |
| 150/5320-15A | Management of Airport Industrial Waste |
| 150/5320-17A | Airfield Pavement Surface Evaluation and Rating Manuals |
| 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 |
| 150/5340-30J | 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 |
| 150/5345-43J | Specification for Obstruction Lighting Equipment |
| 150/5345-44K | Specification for Runway and Taxiway Signs |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures |

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|--------------|--|
| 150/5345-46E | Specification for Runway and Taxiway Light Fixtures |
| 150/5345-47C | Specification for Series to Series Isolation Transformers for Airport Lighting Systems |
| 150/5345-49D | 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 |
| 150/5360-13A | Airport Terminal Planning |
| 150/5360-14A | Access to Airports by Individuals with Disabilities |
| 150/5370-2G | Operational Safety on Airports During Construction |
| 150/5370-10H | Standard Specifications for Construction of Airports |
| 150/5370-11B | Use of Nondestructive Testing in the Evaluation of Airport Pavements |
| 150-5370-12B | Quality Management for Federally Funded Airport Construction Projects |
| 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 |
| 150/5395-1B | Seaplane Bases |
| 150/5380-6C | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5380-7B | Airport Pavement Management Program |

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| | |
|------------|---|
| 150/5380-9 | Guidelines and Procedures for Measuring Airfield Pavement Roughness |
|------------|---|

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EXHIBIT III

SERVICES PROVIDED BY SPONSOR

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

1. Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's services under this Agreement.
2. Provide full information as to Sponsor's requirements for the Project and assist Consultant by placing at Consultant's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Services.
3. Furnish Consultant 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 Consultant may rely upon in performing his services under this Agreement.
4. Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Consultant and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
6. Designate **Dave Nichols, Director of Public Works**, as Sponsor'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 Sponsor'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. Sponsor's designated representative may be changed during the duration of this Agreement by written notice from Sponsor Manager, or Sponsor Manager's designee, to Consultant.
7. Give prompt written notice to Consultant whenever Sponsor observes or otherwise becomes aware of any defect in the Project.
8. 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.
9. Prompt written notice to Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
10. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data Sponsor may have on file with regard to this project.
11. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

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12. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
13. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. 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.
14. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
15. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
16. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
17. Pay costs for title searches.

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EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Columbia Regional Airport: Hangar 730
 Construction Phase Services
 Columbia Regional Airport
 BASIC & SPECIAL SERVICES
 March 9, 2020

1 DIRECT SALARY COSTS

| TITLE | HOURS | RATE/HR | COST (\$) | | |
|------------------------------|----------|----------|--------------|-------|----------|
| | | | Office | Field | Contract |
| Principal | 47.00 | \$ 70.00 | \$ 3,290.00 | \$ - | \$ - |
| Project Manager | 519.00 | \$ 55.00 | \$ 28,545.00 | \$ - | \$ - |
| Sr. Civil Engineer | 4.00 | \$ 52.00 | \$ 208.00 | \$ - | \$ - |
| Staff Civil Engineer | 107.50 | \$ 39.00 | \$ 4,192.50 | \$ - | \$ - |
| Sr. Structural Engineer | 88.00 | \$ 68.00 | \$ 5,984.00 | \$ - | \$ - |
| Sr. Electrical Engineer | 100.50 | \$ 64.00 | \$ 6,432.00 | \$ - | \$ - |
| Sr. Mechanical Engineer | 75.00 | \$ 65.00 | \$ 4,875.00 | \$ - | \$ - |
| Staff Mechanical Engineer | 26.00 | \$ 44.00 | \$ 1,144.00 | \$ - | \$ - |
| Sr. Fire Protection Engineer | 63.00 | \$ 58.00 | \$ 3,654.00 | \$ - | \$ - |
| Sr. Architect | 37.00 | \$ 54.00 | \$ 1,998.00 | \$ - | \$ - |
| Geotechnical Engineer | 0.00 | \$ 57.00 | \$ - | \$ - | \$ - |
| Sr. Technician | 8.00 | \$ 33.00 | \$ 264.00 | \$ - | \$ - |
| Staff Technician | 16.00 | \$ 27.00 | \$ 432.00 | \$ - | \$ - |
| Clerical | 65.00 | \$ 21.50 | \$ 1,397.50 | \$ - | \$ - |
| Total Hours | 1,156.00 | | | | |
| Total Direct Salary Costs | | | \$ 62,416.00 | \$ - | \$ - |

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

| | | | | | |
|--|---------|---------------|------|--|--|
| a. Percentage of Direct Salary Cost: (Office Rate) | 220.67% | \$ 137,733.39 | | | |
| b. Percentage of Direct Salary Cost: (Field Rate) | 220.67% | | \$ - | | |

3 SUBTOTAL

| | | | | |
|--|--|---------------|------|------|
| Summary of Items No. 1 and No. 2 (a,b,c): | | \$ 200,149.39 | \$ - | \$ - |
|--|--|---------------|------|------|

4 PROFIT/FIXED FEE:

| | | | | |
|-------------|--------|--------------|------|------|
| Percentage: | 10.00% | \$ 20,014.94 | \$ - | \$ - |
|-------------|--------|--------------|------|------|

5 SUBTOTAL

| | | | | |
|---|--|---------------|------|------|
| Summary of Items No. 1, No. 2 & No. 4: | | \$ 220,164.33 | \$ - | \$ - |
|---|--|---------------|------|------|

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

Columbia Regional Airport: Hangar 730

Construction Phase Services

Columbia Regional Airport

BASIC & SPECIAL SERVICES

March 9, 2020

6 OUT OF POCKET EXPENSES

| OFFICE & FIELD | No. of Units | Units | Cost/Unit | | | | |
|---------------------------------|--------------|---------|-----------|----|------------------|----|--------|
| Travel: Mileage | 13,860.00 | Miles | \$ 0.580 | \$ | 8,038.80 | | |
| Food: Per Diem | 56.00 | Per Day | \$ 51.00 | \$ | 2,856.00 | | |
| 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. | | | | \$ | 2,154.88 | | |
| Subtotal | | | | \$ | 13,049.68 | \$ | - \$ - |

Summary of Out of Pocket Expenses: \$ 13,049.68 \$ - \$ -

7 SUBCONSULTANTS

| | | | | | | | | | |
|---------------------------------|--|--|--|----|---|----|---|----|------------------|
| ESS - Geotech | | | | \$ | - | \$ | - | \$ | 25,000.00 |
| Subtotal (Not to Exceed) | | | | \$ | - | \$ | - | \$ | 25,000.00 |

8 MAXIMUM TOTAL FEE

Subtotal \$ 233,214.00 \$ - \$ 25,000.00

| | | |
|------------------------------|----|-------------------|
| TOTAL (Not to Exceed) | \$ | 258,214.00 |
|------------------------------|----|-------------------|

SUMMARY EXHIBIT 1

Airport: Columbia Regional Airport

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EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

SUMMARY EXHIBIT 2

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Columbia Regional Airport: Hangar 730
 Construction Phase Services
 Columbia Regional Airport
 BASIC & SPECIAL SERVICES
 March 9, 2020

| | | Principal | Project Manager | Sr. Civil Engineer | Staff Civil Engineer | Sr. Structural Engineer | Sr. Electrical Engineer | Sr. Mechanical Engineer | Staff Mechanical Engineer | Sr. Fire Protection Engineer | Sr. Architect | Geotechnical Engineer | Sr. Technician | Staff Technician | Clerical | Other Costs | |
|----------------------------------|---|---|-----------------|--------------------|----------------------|-------------------------|-------------------------|-------------------------|---------------------------|------------------------------|---------------|-----------------------|----------------|------------------|-------------|-------------|------------------------|
| Gross Hourly Rates | | \$ 246.92 | \$ 194.01 | \$ 183.42 | \$ 137.57 | \$ 239.86 | \$ 225.75 | \$ 229.28 | \$ 155.20 | \$ 204.59 | \$ 190.48 | \$ 201.06 | \$ 116.40 | \$ 95.24 | \$ 75.84 | | |
| BASIC SERVICES | | | | | | | | | | | | | | | | | |
| | 1 | Construction & Design Administration & Pre-Construction Phase Services (Office) | 47.0 | 169.0 | 4.0 | 70.0 | 51.0 | 55.0 | 55.0 | 0.0 | 35.0 | 19.0 | 0.0 | 0.0 | 0.0 | 49.0 | Sum: (1, 2, 3, 4, & 5) |
| Total = | | \$ 110,807.00 | \$ 11,605.05 | \$ 32,786.90 | \$ 733.69 | \$ 9,629.72 | \$ 12,232.92 | \$ 12,416.34 | \$ 12,610.35 | \$ - | \$ 7,160.56 | \$ 3,619.08 | \$ - | \$ - | \$ - | \$ 3,716.08 | \$ 4,296.30 |
| | 2 | Construction Phase Services (Field) | 0.0 | 312.0 | 0.0 | 20.0 | 20.0 | 20.0 | 10.0 | 10.0 | 10.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | Sum: (1, 2, 3, 4, & 5) |
| Total = | | \$ 84,787.00 | \$ - | \$ 60,529.67 | \$ - | \$ 2,751.35 | \$ 4,797.22 | \$ 4,515.03 | \$ 2,292.79 | \$ 1,552.04 | \$ 2,045.87 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,303.02 |
| | 3 | Construction Closeout Services | 0.0 | 30.0 | 0.0 | 17.5 | 9.0 | 17.5 | 10.0 | 8.0 | 18.0 | 10.0 | 0.0 | 8.0 | 16.0 | 16.0 | Sum: (1, 2, 3, 4, & 5) |
| Total = | | \$ 28,365.00 | \$ - | \$ 5,820.16 | \$ - | \$ 2,407.43 | \$ 2,158.75 | \$ 3,950.65 | \$ 2,292.79 | \$ 1,241.63 | \$ 3,682.57 | \$ 1,904.78 | \$ - | \$ 931.23 | \$ 1,523.82 | \$ 1,213.42 | \$ 1,237.76 |
| | 4 | Construction Services - Additional Site Visits | 0.0 | 8.0 | 0.0 | 0.0 | 8.0 | 8.0 | 0.0 | 8.0 | 0.0 | 8.0 | 0.0 | 0.0 | 0.0 | 0.0 | Sum: (1, 2, 3, 4, & 5) |
| Total = | | \$ 9,255.00 | \$ - | \$ 1,552.04 | \$ - | \$ - | \$ 1,918.89 | \$ 1,806.01 | \$ - | \$ 1,241.63 | \$ - | \$ 1,523.82 | \$ - | \$ - | \$ - | \$ - | \$ 1,212.60 |
| PART A SUBTOTAL | | \$ 233,214.00 | | | | | | | | | | | | | | | |
| SPECIAL SERVICES | | | | | | | | | | | | | | | | | |
| | 1 | Material Testing | 0.0 | 0.0 | 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) |
| Total = | | \$ 25,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 25,000.00 |
| PART B SUBTOTAL | | \$ 25,000.00 | | | | | | | | | | | | | | | |
| PART A & PART B TOTAL | | \$ 258,214.00 | | | | | | | | | | | | | | | |

(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 VI

PERFORMANCE SCHEDULE

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

TABLE A

| Item | Duration (Calendar Days) |
|---|---|
| Construction Administration Services | From the Notice to proceed date to the completion of Closeout Phase |
| Design Administration and Pre-Construction Phase Services | 98 Days from the Notice to Proceed date |
| Construction Phase | 182 Days from City Approval of the Proposal Development Phase |
| Closeout Phase | 30 Days from Substantial Completion |

Exhibit VII

Work Authorization Affidavit

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

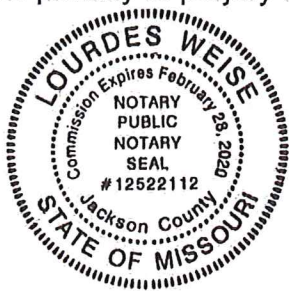
Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

My name is Kathy Newman. I am an authorized agent of Burns & McDonnell Eng (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Kathy Newman

Affiant

Kathy Newman

Printed Name

Subscribed and sworn to before me this 19th day of January, 2018.

Lourdes Weise
Notary Public