

Airport Name: Columbia Regional Airport  
Project No.: \_\_\_\_\_  
County: Boone

**AVIATION PROJECT CONSULTANT AGREEMENT**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**BURNS AND MCDONNELL ENGINEERING CO., INC.**  
**For**  
**WEST PARKING LOT DESIGN**

THIS AGREEMENT is entered into by Burns and McDonnell Engineering Co., Inc. (hereinafter the "Consultant"), and the City of Columbia, (hereinafter the "Sponsor") on the date of the last signatory noted below ("Effective Date").

WITNESSETH:

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

WHEREAS, the Sponsor intends to accomplish a project at the Columbia Regional Airport as listed in Exhibit I of this Agreement, entitled "Scope of Basic Services", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (18)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

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

(D) "CONSULTANT'S REPRESENTATIVE" means the person or

persons designated in Section (18)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

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

(F) "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.

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

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

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

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

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

(L) "SERVICES" includes the services and the furnishing of deliverables set forth in Exhibit I.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

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

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement, including but not limited to those listed in Exhibit IV. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor

(B) Without limiting the foregoing, design and construction criteria will be in accordance with the information set out in Exhibit I of this Agreement.

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

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

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

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

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

(8) SUBCONSULTANTS:

(A) All Consultant's personnel engaged in the work shall be fully qualified and shall be authorized 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.

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

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, 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 the 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 in the annual aggregate.

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

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any approved DBE Subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be lump sum if the amount of the agreement between the 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.

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of one hundred sixty-six thousand five hundred dollars (\$166,500.00), which is shown in Exhibit III, "Derivation of Consultant Project Costs", and Exhibit IV, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, 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 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. The Consultant shall provide a detailed man 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 IV "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor. Once the cumulative amount to be paid to a Subconsultant by the 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 III, "Derivation of Consultant Project Costs" and Exhibit IV, "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 III-A and Exhibit IV-A, respectively.

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

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

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further 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 the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the 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 the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary.

(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 I, "Scope of Services". The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit I 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.

(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 the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.
6. Delays in review by third parties unrelated to the Consultant.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 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" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the 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 the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, and/or FAA in data files compatible with AutoCAD 2022 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for

maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

#### (12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or 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.

(13) INDEMNIFICATION RESPONSIBILITY:

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

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

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement.

(14) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including,

without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

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

1. Commercial General Liability: \$500,000.00 per 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 (14)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the 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 Consultant shall obtain insurance with the minimum coverage stated in Subsections (14)(C)(1) and (C)(2) above.

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

(F) Any insurance policy required as specified in Section (14) 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.

(15) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

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

(17) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved. Notwithstanding the foregoing, in no event shall Consultant's rates, build-up of such rates, or services performed on a lump sum basis be subject to audit.

(18) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which

are prepared in 8.5 x 11 inch format may be delivered electronic mail, provided that an original is received at the same address as to which that email message was sent. Either party may change its address of record by written notice to the other party.

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Stacey Button, Director of Economic Development		
SPONSOR'S NAME	City of Columbia, Missouri		
SPONSOR'S ADDRESS	P.O. Box 6015 Columbia, Missouri 65205		
PHONE	573-441-5542	PHONE	573-441-5542
E-MAIL ADDRESS	Stacey.Button@CoMo.gov		

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ryan Lorton, Project Manager		
CONSULTANT'S NAME	Burns & McDonnell Engineering Co., Inc.		
CONSULTANT'S ADDRESS	9400 Ward Parkway, Kansas City, MO 64114		
PHONE	816-447-9822	PHONE	816-447-9822
E-MAIL ADDRESS	rblorton@burnsmcd.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter

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

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

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

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

(22) SEVERABILITY AND SURVIVAL:

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

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

(23) 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 the Sponsor and the Consultant.

(24) EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED: Consultant agrees to 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 contract, 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 subconsultant to affirmatively state in its contract with Consultant that the subconsultant shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Consultant shall also require each subconsultant to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subconsultant's employees are lawfully present in the United States.

(25) MISSOURI SUNSHINE LAW: The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Consultant shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law.

(26) ANTI-DISCRIMINATION AGAINST ISRAEL: If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Contractor hereby certifies that Consultant is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

(27) 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.

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

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

- (A) Exhibit I: Scope of Basic Services
- (B) Exhibit II: Services Provided by the Sponsor
- (B) Exhibit III: Derivation of Consultant Project Costs.
- (C) Exhibit IV: Engineering Basic and Special Services - Cost Breakdown.
- (D) Exhibit V: Federal Contract Provisions for A/E Agreements

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

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

*12/19/24*

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

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

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

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

Date: 12/19/2024

*[Signature]*

ATTEST:

By: *Ryan B. Lorton*

Name: Ryan B. Lorton

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account Number 55416288-604023, AP146, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Matthew Lue, Director of Finance

**EXHIBIT I**  
**11/26/2024**  
**SCOPE OF BASIC SERVICES**  
**FOR**  
**ENGINEERING/DESIGN SERVICES: WEST PARKING LOT**  
**AT**  
**COLUMBIA REGIONAL AIRPORT**

**A. PROJECT NAME:**

1. **Project Name:** Design of the parking lot west of Airport Drive at the Columbia Regional Airport (COU) in Columbia, Missouri.
2. **Description of Improvements:** The proposed improvements are shown on Exhibit 1. The final parking lot layout will be determined after the topographical survey is completed and the design team meets with the Sponsor during the Preliminary Design Phase. The description of planned improvements is described herein as follows:
  - a. Demolish existing parking lot surface including aggregate and asphalt.
  - b. Construct a new asphalt parking lot with curb and gutter west of Airport Drive including new access drive to the parking lot from Airport Drive.
  - c. Pavement markings and signage for new parking lot.
  - d. New parking lot lights.



Exhibit 1

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

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

1. Preliminary Design Phase: This phase includes activities for defining the scope of the project and establishing preliminary requirements. The elements of work for this task include:
  - a. Perform onsite visual observations to determine the extent of the improvements to the existing west parking lot. Attendees for the CONSULTANT include Project Civil Engineer and Project Electrical Engineer.
  - b. Prepare Scope of Work for Geotechnical.
    1. Perform Geotechnical exploratory investigation including five (5) pavement cores / borings within the parking lot footprint to be reconstructed.
    2. Perform laboratory tests on soil samples obtained from the work area. Tests to include the following:
      - a. Moisture Content
      - b. Dry Unit Weight
      - c. Sieve Analysis
      - d. Atterberg Limits
      - e. Unconfined Compression
      - f. Swell Pressure
      - g. Consolidation
      - h. Compaction Characteristics
      - i. Chemical Analysis for pH, Sulfates & Sulfides
    3. Prepare a Geotechnical Report containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, typed boring logs with a boring location plan, and results of the laboratory testing program. The Geotechnical Report shall contain geotechnical recommendations for the design and construction of pavement and earthwork for the proposed project.
  - c. Prepare a Scope of Work for Topographical Surveying Services. In general, the work will include:
    1. Set control points.
    2. Establish horizontal control in NAD 83 coordinates.
    3. Establish vertical control at the airport based on USGS datum.
    4. Establish benchmarks for construction.
    5. Collect exploratory investigation data of utilities in the work area as obtained from the Missouri One Call System, airport personnel, FAA personnel, record drawings, and utility company personnel.
  - d. Develop a Preliminary Cost Estimate and submit to the SPONSOR for budgeting purposes. Monitor and report changes in the project budget throughout the project.
  - e. Develop a preliminary schedule for construction and submit to the SPONSOR and FAA for review. Monitor and report changes to the schedule throughout the project.

- f. Prepare preliminary site plans for development of construction phasing and coordination with the City.
- g. Prepare a preliminary design report per FAA Central Region AIP Guide Section 920. Design Report will include considerations for phasing of the project work.
- h. Prepare and submit FAA forms 7460-1. Anticipate submittals for parking lot light locations.

2. Design Phase: This phase will include the activities required to develop the project design documents showing the character and scope of work to be performed by Contractors on the project. The design of this project is based on FAA Standards contained on the list found at <https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>.

The specific tasks that will be performed in this phase include:

- a. Prepare construction Bid Documents. The anticipated drawing list may include the following:
  - 1. Cover Sheet
  - 2. Index, Legend, Abbreviations, and Summary of Quantities
  - 3. Overall Phasing Plan
  - 4. Construction Phasing Details
  - 5. Pavement Sections and Details
  - 6. Parking Lot Demolition Plans (2 Sheets)
  - 7. Parking Lot Site Plans (2 Sheets)
  - 8. Parking Lot Coordinates Table
  - 9. Parking Lot Grading and Drainage Plans (2 Sheets)
  - 10. Drainage Details
  - 11. Erosion Control Details
  - 12. Elevation Layout Plans (2 Sheets)
  - 13. Parking Lot Pavement Marking Plans (2 Sheets)
  - 14. Pavement Marking Details
  - 15. Parking Lot Lighting Plans (2 Sheets)
  - 16. Parking Lot Lighting Details
- b. Prepare a Missouri Department of Natural Resources (MoDNR) Erosion Control Permit & Construction Storm Water Pollution Prevention Plan (SWPPP), as applicable.
- c. Prepare project technical specifications.
- d. Prepare Standard FAA and SPONSOR front-end documents outlining bid procedures and processes in accordance with FAA and City of Columbia procurement regulations.
- e. Revise the preliminary cost estimate for the final engineer's estimate of probable cost.
- f. Revise the preliminary construction schedule.
- g. Prepare the final design report.
- h. Perform an internal Quality Review by the designers of the project.

- i. Perform an internal Quality Review by the independent senior level review team.
  - j. Revise drawings and specifications per internal Quality Review comments.
  - k. Attend and conduct a design meeting with the SPONSOR and FAA (Virtual). Attendees for the CONSULTANT will include the Project Manager.
  - l. Stakeholder Meeting (1 Virtual) with the City with one (1) representative of the ENGINEER's team to discuss the project parameters and phasing of the work with the City. This meeting will be held at the 30% design level.
  - m. SPONSOR AND FAA 90% Review: Submitted documents will include:
    - 1. Project manual (including specifications) – PDF Format.
    - 2. Contract drawings – PDF Format.
    - 3. Design report – PDF Format.
  - n. Revise 90% contract documents per SPONSOR and FAA review comments and resubmit to SPONSOR and FAA for bidding. Provide an electronic copy of project manual and construction drawings to SPONSOR and FAA for filing and use for distribution to contractors.
- 3. Bidding & Construction Award Phase:** This phase will include basic services to assist the SPONSOR with bidding the contract documents and reviewing and award of the bid, including the following activities:
- a. Assist SPONSOR with advertising of the project.
  - b. Attend and conduct a pre-bid meeting with the SPONSOR. Attendees for the CONSULTANT will include the Project Manager.
  - c. Prepare any Addenda for the Project advertisement.
  - d. Respond to questions during the bidding phase.
  - e. Tabulate bids, analyze and provide recommendations to the SPONSOR. The recommendation letter will address the following items:
    - 1. Bid Date.
    - 2. Summarized bid tabulation.
    - 3. Evaluation of unit price extensions and total base bids.
    - 4. Addendums and acknowledgements.
    - 5. Additional insured cost, if any.
    - 6. DBE utilization, DBE Letter of Intent, DBE goal, and Good Faith Effort (GFE), review of GFE for compliance with the Sponsor's approved program.
    - 7. Buy American compliance.
    - 8. Tentative list of subcontractors.
    - 9. Confirm Bidders signatures.
    - 10. Bid Guarantee.
    - 11. Prequalification requirements, if any.
    - 12. Pre-Bid meeting.
    - 13. Review of contractor qualifications.
    - 14. Debarment list verification.
    - 15. Recommendation of award.
  - f. Assist SPONSOR with preparing contract documents.

4. CONSTRUCTION PHASE SERVICES: This work will be determined upon completion of the project design. Construction Phase Services are not provided in this Scope of Work.

c. **ESTIMATED TIME OF COMPLETION:**

1. The time to complete the Scope of Services for Items identified in B.1. and B.2 of this Scope of Work is estimated at One Hundred Twenty (120) calendar days from the Notice to Proceed (NTP).
2. Table A identifies the planned schedule to complete the Scope of Services for items identified in B.1-B.2 of this Scope of Work.

**TABLE A**

<b>Item</b>	<b>Duration (Calendar Days)</b>
Preliminary Design Phase	45 Days from the Notice to Proceed date
Design Phase	75 Days from FAA acceptance of preliminary design report
<b>TOTAL CALENDAR DAYS</b>	<b>120</b>

**END OF SCOPE OF BASIC SERVICES**

**EXHIBIT II**  
**11/22/2024**  
**SERVICES PROVIDED BY THE SPONSOR**  
**FOR**  
**ENGINEERING/DESIGN SERVICES: WEST PARKING LOT**  
**AT**  
**COLUMBIA REGIONAL AIRPORT**

**SERVICES PROVIDED BY THE SPONSOR**

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

1. 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.
2. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
3. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file regarding this project.
4. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
5. Issue Notices to Air Missions (NOTAM's) through the applicable FAA Flight Service Station, as applicable.
6. Disadvantaged business enterprise (DBE) goals for the project based upon proposed professional services to be provided.
7. Designate contact person.

**END OF SERVICES PROVIDED BY THE SPONSOR**



## SUMMARY EXHIBIT III

## DERIVATION OF CONSULTANT PROJECT COSTS

## SUMMARY OF COSTS

Columbia Regional Airport

Construct West Parking Lot

Columbia, Missouri

BASIC &amp; SPECIAL SERVICES

November 26, 2024

1 DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HR</u>	<u>COST (\$)</u>		
			<u>Office</u>	<u>Field</u>	<u>Contract</u>
Principal	0.00	\$ 75.00	\$ -	\$ -	\$ -
Project Manager	88.00	\$ 65.00	\$ 5,720.00	\$ -	\$ -
Sr. Civil Engineer	105.00	\$ 55.00	\$ 5,775.00	\$ -	\$ -
Staff Civil Engineer	161.00	\$ 40.00	\$ 6,440.00	\$ -	\$ -
Sr. Electrical Engineer	37.00	\$ 65.00	\$ 2,405.00	\$ -	\$ -
Staff Electrical Engineer	40.00	\$ 46.00	\$ 1,840.00	\$ -	\$ -
Sr. Technician	155.00	\$ 45.00	\$ 6,975.00	\$ -	\$ -
Staff Technician	50.00	\$ 32.00	\$ 1,600.00	\$ -	\$ -
Geotechnical Engineer	24.00	\$ 65.00	\$ 1,560.00	\$ -	\$ -
Clerical	69.00	\$ 28.00	\$ 1,932.00	\$ -	\$ -
Total Hours	729.00				
Total Direct Salary Costs			\$ 34,247.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate) 246.17% \$ 84,305.84

3 SUBTOTAL

**Summary of Items No. 1 and No. 2 (a,b,c):** \$ 118,552.84 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 11,855.28 \$ - \$ -

5 SUBTOTAL

**Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee)** \$ 130,408.12 \$ - \$ -

## SUMMARY EXHIBIT III

## DERIVATION OF CONSULTANT PROJECT COSTS

## SUMMARY OF COSTS

Columbia Regional Airport

Construct West Parking Lot

Columbia, Missouri

BASIC &amp; SPECIAL SERVICES

November 26, 2024

6 OUT OF POCKET EXPENSES

<b>OFFICE</b>	No. of Units	Units	Cost/Unit				
Travel: Mileage	580.00	Miles	\$ 0.670	\$	388.60		
Food: Per Diem	3.00	Per Day	\$ 54.00	\$	162.00		
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.				\$	734.62		
<b>Subtotal</b>				\$	<b>1,285.22</b>	\$	- \$ -
<b>Summary of Out of Pocket Expenses: (Not to Exceed)</b>				\$	<b>1,285.22</b>	\$	- \$ -

7 SUBCONSULTANTS

Topographical Survey: ESS	\$	-	\$	-	\$	15,622.66
TSi Geotechnical	\$	-	\$	-	\$	19,184.00
<b>Subtotal (Not to Exceed)</b>	\$	-	\$	-	\$	<b>34,806.66</b>

8 MAXIMUM TOTAL FEE

<b>Subtotal</b>	\$	<b>131,693.34</b>	\$	-	\$	<b>34,806.66</b>
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**TOTAL (Lump Sum)****\$ 166,500.00**

SUMMARY EXHIBIT III

## SUMMARY EXHIBIT IV

## DERIVATION OF CONSULTANT PROJECT COSTS

## SUMMARY OF COSTS

Columbia Regional Airport

Construct West Parking Lot

Columbia, Missouri

BASIC &amp; SPECIAL SERVICES

November 26, 2024

			Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Sr. Electrical Engineer	Staff Electrical Engineer	Sr. Technician	Staff Technician	Geotechnical Engineer	Clerical	Other Costs
Gross Hourly Rates			\$ 285.59	\$ 247.51	\$ 209.43	\$ 152.31	\$ 247.51	\$ 175.16	\$ 171.35	\$ 121.85	\$ 247.51	\$ 106.62	
BASIC SERVICES													
Total =	1	Preliminary Design:	0.0	14.0	37.0	25.0	5.0	11.0	20.0	0.0	24.0	8.0	Sum: (1, 2, 3, 4, & 5)
		\$ 28,945.65	\$ -	\$ 3,465.16	\$ 7,749.02	\$ 3,807.87	\$ 1,237.56	\$ 1,926.78	\$ 3,427.08	\$ -	\$ 5,940.28	\$ 852.96	\$ 538.94
Total =	2	Design Services:	0.0	47.0	52.0	136.0	26.0	29.0	131.0	50.0	0.0	51.0	Sum: (1, 2, 3, 4, & 5)
		\$ 88,992.33	\$ -	\$ 11,633.04	\$ 10,890.51	\$ 20,714.81	\$ 6,435.30	\$ 5,079.70	\$ 22,447.39	\$ 6,092.59	\$ -	\$ 5,437.64	\$ 261.34
Total =	3	Bidding Services	0.0	27.0	16.0	0.0	6.0	0.0	4.0	0.0	0.0	10.0	Sum: (1, 2, 3, 4, & 5)
		\$ 13,755.37	\$ -	\$ 6,682.81	\$ 3,350.93	\$ -	\$ 1,485.07	\$ -	\$ 685.42	\$ -	\$ -	\$ 1,066.20	\$ 484.94
<b>PART A SUBTOTAL</b>			<b>\$ 131,693.34</b>										
SPECIAL SERVICES													
Total =	1	Topographical Survey: ESS	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)
		\$ 15,622.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,622.66
Total =	2	Geotechnical: TSi	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)
		\$ 19,184.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,184.00
<b>PART B SUBTOTAL</b>			<b>\$ 34,806.66</b>										
<b>PART A &amp; PART B TOTAL</b>			<b>\$ 166,500.00</b>										

(1) Mileage, Motel &amp; Meals

(2) Equipment, Materials &amp; Supplies

(3) Computer Services

(4) Vendor Services

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

SUMMARY EXHIBIT IV

# Engineering Surveys & Services

Columbia Regional Airport, COU  
Parking Lots west of Airport Drive  
Topographic & Utility Survey  
Estimate of Cost

Rev 11/25/2024

SURVEY FEE	Hours	Rate (Salary Only)	Cost
Professional Land Surveyor	20	\$ 67.31	\$ 1,346.20
Field Surveyors	72	\$ 29.00	\$ 2,088.00
Sr. CAD Operator	16	\$ 31.50	\$ 504.00
CAD Operator	36	\$ 26.00	\$ 936.00
SUBTOTAL	144		\$ 4,874.20
Payroll Overhead (Est. at	50.6	% X SUBTOTAL)	\$ 2,466.35
General and Admin. Overhead (Est. at	124.4	% X SUBTOTAL)	\$ 6,063.50
		TOTAL LABOR & OVERHEAD	\$ 13,404.05
Fixed Fee	15	% X TOTAL LABOR & OVERHEAD)	\$ 2,010.61
		TOTAL LABOR, OVERHEAD & FIXED FEE	\$ 15,414.66
Other Direct Costs			
Vehicle Mileage			\$ 180.00
Title Reports			\$ -
Survey Equipment			
Computer Software Licenceing Maintenance			\$ -
Survey Stakes/Monuments			\$ 28.00
Excavation Contractor			\$ -
Printing, Postage, Misc.			\$ -
		SUBTOTAL DIRECT COSTS	\$ 208.00
		TOTAL	\$ 15,622.66



November 18, 2024

Mr. Ryan Lorton  
**Burns & McDonnell**  
9400 Ward Parkway  
Kansas City, Missouri 64114

**Re: Proposal for Subsurface Exploration and  
Geotechnical Engineering Evaluation  
COU – Parking Lot Resonstruction  
Columbia, Missouri  
TSi Proposal No: SLM24183.00**

Dear Mr. Lorton:

TSi Geotechnical, Inc. (TSi), an **M/W/DBE** firm, is pleased to submit this proposal Burns & McDonnell to perform a subsurface exploration and geotechnical data report and engineering evaluation for use in the Parking Lot Reconstruction project at the Columbia Airport in Columbia, MO.

## 1.0 PROJECT UNDERSTANDING

We understand the proposed project consists of the reconstruction of the existing gravel parking lot located west of Airport Drive to accommodate passenger traffic.

## 2.0 SCOPE OF SERVICES

Based on the proposed project, the geotechnical scope of services for this investigation will include drilling a total of five (5) borings. The borings will be taken down to 10-feet or auger refusal. One (1) companion boring will also be taken for purpose of obtaining bulk samples.

The Standard Penetration Tests (SPTs) or Shelby Tube samples will be obtained at 2.5-foot intervals for the upper 10-feet Where possible, delayed water level readings will be taken in the borings prior to backfilling the hole.

The field explorations will be conducted under the continuous field supervision of one of TSi's geotechnical specialist. It is preferable that the boring locations be located in the field by the project surveyor, prior to the mobilization of the drill rig. If a boring must be offset due to a utility conflict or issues of access, TSi will note the offset distance and approximate elevation change on the boring logs. If TSi locates the borings, a labeled stake and/or paint marking will be left at each boring location for the project surveyor to locate and determine ground surface elevations after drilling is completed.

#### LABORATORY TESTING

A laboratory test program will be performed on samples recovered from the borings to estimate pertinent engineering properties of the soil overburden and soil properties for design. Laboratory tests may include the following:

- Visual descriptions by color and texture of each sample;
- Natural moisture content of soil samples;
- Atterberg limits on selected cohesive samples;
- Swell Tests;
- Hydrometers;
- Modified proctors;
- California Bearing Ratio (CBR) tests; and
- Unconfined Compressive Strength tests on selected cohesive samples.

### 3.0 GEOTECHNICAL REPORT

TSi will prepare a geotechnical study report that will contain the Logs of Boring and laboratory test results for the project, a description of the field exploration and laboratory test procedures, and a discussion of the site geology and the subsurface conditions encountered.

Based on our understanding of the project and the scope of services proposed, the geotechnical study report will address the following considerations:

- Subsurface conditions at the boring locations;
- Laboratory test results;
- Influence of groundwater on the project;
- Soil strength parameters;
- Soil remediation recommendations;
- Locations and descriptions of any existing fill or potentially deleterious materials encountered at the site that may interfere with construction progress or structure performance;
- Pavement Design considerations;
- Construction considerations; and
- Recommendations for fill and backfill materials, placement, and compaction.

## 4.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi assumes that the CLIENT will have permission to access sites.
2. TSi has constructed this estimate based on the proposed number of borings.
3. TSi can stake the borings in the field based on a proposed soil boring location plan that will be provided by the Engineer, by measuring from existing site features or handheld GPS device. If the boring location will not be staked by a professional surveyor, it will be approximate.
4. TSi understands that the work will be performed during normal daylight working hours. If the work does require night drilling, schedules may be delayed and fees will increase.
5. TSi will contact One-Call locating services regarding member utilities. A 72-hour time period is required by One-Call to clear utilities. We must be informed of the location of any private underground utility lines (such as irrigation or exterior lighting) at the site by the owner prior to starting our field work.
6. The borings will be backfilled with auger cuttings and pavements patched in kind. TSi is not responsible for settlement of soil cuttings over time in the borings.
7. TSi's drill crews are not union-affiliated, and the cost for a union operator and laborer are not included in this proposal fee.
8. Time and cost to complete Health and Safety requirements has been included in estimate.
9. TSi has assumed that the site is free of environmental concerns. If suspect odors or other evidence of contamination or hazardous materials are encountered, then drilling will be terminated per OSHA regulations, and suspended until appropriate health and safety protocol are developed by a qualified environmental specialist retained by CLIENT. The costs for any delays, for environmental consultation, or for implementation of the consultant's recommendations are not within the proposed scope or fees.
10. Unless requested in writing by the CLIENT, the soil and rock samples obtained during the subject geotechnical exploration will be disposed of by our laboratory approximately ninety (90) days after the issuance of the Geotechnical Report. Additional fees will apply if we are requested to store the samples beyond the ninety (90) day period.



## 5.0 ESTIMATED COST

TSi's services for the project will be provided on a cost plus fixed fee basis. Based on the scope of services provided above and assuming no unanticipated subsurface conditions are encountered, the fee per site will be: \$19,184.00

If site conditions are encountered during the explorations that warrant additional work, we will notify you and discuss the necessary scope modification. However, the fees will not be exceeded without your authorization.

## 6.0 SCHEDULE OF WORK PERFORMANCE

Field work can begin within 4 to 5 weeks from written notice to proceed, weather permitting. The field exploration will take approximately 1 business days to complete. In summary, our report should be complete within approximately 3 to 4 weeks of completing field exploration. Design information can be provided upon request prior to the completion of the report, if this schedule is not acceptable.


## 7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined in this proposal. Burns & McDonnell and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

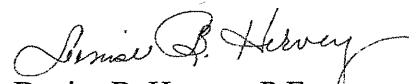
This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,  
**TSi GEOTECHNICAL, INC.**



Andrew DeClue, P.E.  
Director of Operations



Denise B. Hervey, P.E.  
Principal

# COU - Parkin Lot Reconstruction Columbia, Missouri Geotechnical Study Cost Estimate Unit Fee Schedule

Valid for work completed prior to December 31, 2025



	Unit Cost		Qty	Estimated Amount
<b><u>Personnel</u></b>				
Principle	\$ 70.00	hour	2	\$ 140.00
Group Manager	\$ 70.00	hour	6	\$ 420.00
Sr. Engineer	\$ 66.00	hour	10	\$ 660.00
Engineer II	\$ 45.00	hour	20	\$ 900.00
Engineer I	\$ 36.00	hour	40	\$ 1,440.00
Admin	\$ 25.00	hour	2	\$ 50.00
Driller	\$ 43.00	hour	10	\$ 430.00
Drill Helper	\$ 33.00	day	10	\$ 330.00
			<b>subtotal</b>	<b>\$ 4,370.00</b>
Overhead	1.6428			\$ 7,179.04
Fixed Fee	15%			\$ 1,732.36
			<b>subtotal</b>	<b>\$ 13,281.39</b>
<b><u>Drilling &amp; Misc. Expense</u></b>				
Mob/Demob beyond 60 miles of TSi office	\$ 10.25	mile	250	\$ 2,562.50
Rig Usage	\$ 650.00	day	1	\$ 650.00
Support Truck Usage	\$ 100.00	day	1	\$ 100.00
Mileage	\$ 0.75	mile	500	\$ 375.00
Pavement Repair/Remove cuttings	\$ 75.00	each	5	\$ 375.00
Bentonite Chips	\$ 25.00	bag	8	\$ 200.00
Sand	\$ 10.00	bag	2	\$ 20.00
Stemming Plugs	\$ 20.00	each	6	\$ 120.00
Health & Safety	\$ 1,500.00	LS	1	\$ 1,500.00
			<b>subtotal</b>	<b>\$ 5,902.50</b>
<b><u>Laboratory Testing</u></b>				
Classification	\$ 10.00	each	20	\$ 200.00
Moisture Content	\$ 8.00	day	20	\$ 160.00
Penetrometer	\$ 6.00	day	20	\$ 120.00
Extrusion	\$ 25.00	day	5	\$ 125.00
Unit Weight	\$ 35.00	bag	5	\$ 175.00
Unconfined Compression Test (soil)	\$ 145.00	each	5	\$ 725.00
Atterberg Limits	\$ 85.00	each	6	\$ 510.00
Free Swell	\$ 120.00	each	2	\$ 240.00
Modified Proctors	\$ 255.00	each	1	\$ 255.00
CBR's	\$ 625.00	each	1	\$ 625.00
Hydrometers	\$ 135.00	each	1	\$ 135.00
			<b>subtotal</b>	<b>\$ 3,270.00</b>
<b>Total Fee Estimate</b>				<b>\$ 19,184.00</b>

## **General Notes**

1. Five (5) borings to 10-feet. One (1) companion boring for Bulk sample.

EXHIBIT V  
FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

# FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,  
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE  
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”  
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER  
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO  
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING  
CONTRACTS WITH THE A/E.

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## **PROVISIONS APPLICABLE TO ALL CONTRACTS**

### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

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

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

#### **Title VI Solicitation Notice**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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.*).

#### Nondiscrimination Requirements / Title VI Clauses for Compliance

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

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:

1. **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.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.
3. **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.
4. **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 the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of 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 or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor 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 the litigation to protect the interests of the United States.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

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

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

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

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

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

Reference: 20 CFR Part 1910

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

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

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

## **SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform 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 (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner 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.

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

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

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

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

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

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

#### **Equal Opportunity Clause**

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor 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.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government 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.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

## **TERMINATION OF CONTRACT**

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### *Termination for Convenience (Professional Services)*

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

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

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

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

### *Termination for Cause (Professional Services)*

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

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

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant



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

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

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

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

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

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

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

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

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

##### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

##### **Certification of Offeror/Bidder Regarding Debarment**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.



### Certification of Lower Tier Contractors Regarding Debarment

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

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

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

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

##### **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 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 paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (1) of this clause, in the sum of \$29 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 paragraph (1) of this clause.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner 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 moneys 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 paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) 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 paragraphs (1) through (4) of this clause.

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

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

#### *Certification Regarding Lobbying*

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

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

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

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

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

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

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

#### **Solicitation Language (Solicitations that include a Contract Goal)**

##### **Bid Information Submitted as a matter of *responsiveness*:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of bidder responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29)

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

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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