

**AIRPORT LEASE AGREEMENT
BETWEEN
THE CITY OF COLUMBIA AND UNITED AIRLINES**

This Airport Lease Agreement (hereinafter "Agreement"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and United Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware, and authorized to do business in the State of Missouri (hereinafter referred to as "Airline"), is made and entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Airline are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City is the owner of the Columbia Regional Airport (hereinafter referred to as "Airport" and more completely identified in Exhibits A, B and C attached hereto and made part hereof), and is located in the City of Columbia, Boone County, Missouri; and

WHEREAS, Airline is engaged in the business of commercial air transportation of persons, property, cargo, and mail as a scheduled air carrier and is certified or otherwise authorized by the United States Government and/or the State of Missouri to engage in such business; and

WHEREAS, Airline desires to lease and use certain premises and facilities on the Airport, together with certain rights, privileges, and services in connection with the use of said Airport and its facilities in the conduct of Airline's business as a scheduled air carrier; and

WHEREAS, City is willing to grant to Airline such rights, privileges, and services upon the terms and conditions and for the consideration hereinafter stated and;

WHEREAS, City and Airline deem it advisable to enter into a written agreement setting forth the respective rights, privileges, obligations, and duties of the parties hereto and defining the rights, services, and privileges granted and the terms, conditions, and considerations on which they are granted.

NOW THEREFORE, and in consideration of the premises and the mutual covenants herein contained and the rentals, charges, and fees to be paid by Airline, it is agreed and understood by and between City and Airline as follows:

Section 1. TERM

- A. The term of this Agreement shall begin on September 1, 2025, and shall run through the 31st of August 2028 unless earlier terminated as hereinafter provided. For purposes of determining rent and other rates, charges and

fees, the term shall be comprised of three (3) consecutive twelve (12) month periods.

Section 2. LEASED PREMISES, RATES AND CHARGES

A. City agrees to, and hereby does, lease to Airline the passenger terminal use space and the shared space (collectively "leased premises"), as described in this Section 2 and shown on Exhibit A, Exhibit B and Exhibit C, incorporated herein by reference. The Airline shall only use the leased premises for purposes of conducting its air transportation business at the Airport. Airline shall not use, nor permit to be used, the leased premises in any manner that may violate this Agreement, or relevant federal, state, county and municipal laws and regulations.

B. The rent is scheduled as follows:

- (1) Exclusive Passenger Terminal Use Space. Airline shall have exclusive use of eight hundred seventy-seven point four (877.4) square feet of ticket counter, and Airline Operations Office as designated on Exhibit A, Exhibit B and Exhibit C, the rent for which shall be: **\$15.00** per square foot per annum for the first twelve month period of the term hereof, **\$15.15** for the second twelve month period of the term hereof, and **\$15.30** for the third twelve month period of the term hereof. Office area custodial services will be the responsibility of Airline.

The rent for each annual period of the term shall be paid in twelve (12) equal monthly payments.

(2) Shared Space. Airline shall, at no additional charge, have joint use of (i) the secured space in the Gate area of the Terminal Building and (ii) the baggage claim space in the Terminal Building of the Airport. Airline shall also, at no additional charge, other than the cost to obtain a parking permit for the designated employee parking area, have joint use of the employee parking area, and Airline agrees that its employees will not park in any other area. Airline shall have joint use of the public address system.

(3) Leased premises Rent Summary:

- (1) First Twelve Month Period. **\$13,161.00(\$1,096.75** per month).
- (2) Second Twelve Month Period. **\$13,292.61(\$1,107.72** per month).
- (3) Third Twelve Month Period. **\$13,424.22(\$1,118.69**per month).

C. Utilities. City shall pay for and provide to Airline water, sewer, gas, and electricity to serve the leased premises. Provided that, Airline agrees that its use of such services shall be limited to typical levels for airline terminal uses. Airline agrees to practice reasonable energy conservation and agrees to provide its own telecommunications, internet services and other similar services it desires to support its use of the leased premises.

D. Landing Fees. Airline shall pay to City, on a monthly basis (in arrears), landing fees for each revenue landing made by Airline's aircraft at the Airport during the previous month, at the landing fee rate as established by City Council, as same may be amended from time to time. The current landing fee rate is indicated on Exhibit F, attached hereto and incorporated by reference herein.

(1) Flight Schedule Due Dates. Airline shall deliver to City, on or before the 5th day of each month, a statement from the station manager reflecting the previous month's landing fees for Airline, and how the landing fees were calculated, with a schedule of Airline's arrivals and departures for that month.

E. Taxes and Other Governmental Charges. Airline shall pay all taxes that may be lawfully levied, assessed or charged upon Airline or its property by the State of Missouri or any of its political subdivisions or municipal corporations, and shall obtain and pay all licenses and permits required by law. However, Airline shall have the right to contest, in good faith, the validity or application of any such tax, license, or permit, and shall not be considered in default hereunder as long as such contest is in progress. Further, Airline agrees to diligently prosecute such contest.

F. Holding-Over. Any holding-over by the Airline upon the expiration of this Agreement shall not constitute a renewal thereof, but shall constitute only a tenancy on a month-to-month basis. Any such holding over may be allowed by the City if such holding over is in the best interest of the both parties and Airline is otherwise in good standing with the City. Airline must request holding-over in writing and must have received written authorization from City prior to the expiration of this Agreement. During the first three months of any such holding-over, all basic rents and usage fees will increase by fifteen percent (15%) per month, unless otherwise agreed in writing between the parties. Beginning with the fourth month in a hold-over status, the increase will be twenty percent (20%), unless otherwise agreed in writing between the parties. Beginning with the seventh month in a hold-over status, the increase will be twenty-five percent (25%), unless otherwise agreed in writing between the parties.

Section 3. METHOD OF PAYMENT AND AUDIT

A. Payment and Due Dates. Airline shall pay to the City without demand the monthly rent and landing fees (for the previous month's landings) on or before the tenth (10th) day of the month. Said payments are to begin on the Commencement Date. A late charge in the amount of ten percent (10%) of any monthly payment or portion thereof shall be charged on any such payment or portion of payment not made on or

before the first day of the month following the due date thereof. A late charge may not be applied if Airline provides reconciled payments within a timely manner agreed upon by both City and Airline.

(1) Enplaned/Deplaned Report. Airline shall deliver to City without demand, on or before the 5th day of each month, a statement from the station manager of Airline reflecting the previous month's number of enplaned and deplaned passengers, and freight.

(2) Payment Address. Unless otherwise notified, all payments to City provided for herein shall be sent to:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015

B. Audit. Airline agrees to keep books and records on its operations at the Airport, and the Airport Manager or any authorized City representative, at any time with reasonable notice shall have the right to inspect and audit such books and records to determine that City has received from Airline all monies due to City under the terms hereof. The City will use its commercially reasonable efforts not to interfere with Airline's operations while conducting such inspection and audit.

Section 4. COMMON USE OF THE AIRPORT

A. General. The Airline, through its employees, agents, passengers and invitees, shall have the right to the use, in common with other aviation activities, the Airport and its appurtenances, including, but not limited to runways, aprons, taxiways, roadways, sewer and water facilities, flood lights, ramp power connections for use with Airline's ground support equipment, beacon, emergency services, including Aircraft Rescue and Fire Fighting (ARFF) and all conveniences for the operation of an air transportation system by its aircraft for the carriage of persons, property, cargo, and mail, including without limitation, except as otherwise provided herein and subject to City's reasonable rules and regulations:

(1) The right to land, take-off, park, service, perform non-scheduled repairs, test, load and unload its aircraft; the right to load and unload persons, property, cargo, and mail at the Airport by such vehicles or other means of conveyance as Airline may require in the conduct of its business.

(2) The right to install, maintain, use and operate such radio, communications, meteorological, and aerial navigation equipment and facilities in, on, or about the Airport as may be deemed necessary by Airline for its operations, provided same shall not interfere with City's existing or expanded equipment and facilities.

(3) Airline is entitled to conduct activities reasonably necessary to its air transportation business or training of its personnel, provided such other operations or activities will not unreasonably interfere with the use of the Airport by City or its employees, agents, or other tenants.

B. Access. Airline shall have the right to ingress and egress, without charge, to and from the leased premises as shall its employees, passengers, guests and patrons. Airline shall have the right to purchase or otherwise obtain property or services deemed by Airline to be required by, or incident to its operations from any persons or organizations it may choose. City shall not have any discriminatory or unreasonable restrictions against Airline or its suppliers or contractors of property or services for the privilege of using the Airport and appurtenances, including, without limitation, the privilege of purchasing, using, storing, withdrawing, handling, consuming, loading, unloading, or delivering of any such property or of transporting the same to, from, or on the Airport, provided such activities are reasonably necessary to Airline's air transportation business.

C. Other Airport Businesses. Nothing contained herein, however, shall prohibit City from leasing to other airlines, renting space for or charging a reasonable fee to a catering service providing food prepared on the Airport, or from granting franchises for the operation of rental cars, limousine and taxi-cab services or to operators vending fuels and lubricants delivered onto the Airport.

Section 5. STANDARD COMPLIANCE ASSURANCE

A. Airline covenants and agrees to comply with all Airport rules and regulations of City, including compliance with the Airport Security Program, the Transportation Security Administration (TSA), and the Federal Aviation Administration (FAA), and all applicable federal, state and local laws, regulations and ordinances now in effect or hereinafter promulgated, including but not limited to, the clauses set forth in Exhibit E, the laws, regulations and ordinances of the United States Environmental Protection Agency and the Missouri Department of Natural Resources and the same are made a part of this Agreement by reference as though they were set forth herein. Notwithstanding the foregoing or anything else to the contrary contained herein, if there shall be any conflict between any rules and regulations promulgated by the City and the express terms of this Agreement, the express terms of this Agreement shall control.

Section 6. RIGHT OF ENTRY AND INSPECTION

A. City reserves the right to enter the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement or in the exercise of its governmental functions as it relates to public health, safety, and the general welfare of the Airport and the proper conduct of operations thereon.

Section 7. ALTERATIONS, REPAIRS AND REMOVAL OF PROPERTY

A. All alterations and improvements required by Airline, repair of damage caused by Airline, its employees or agents, and non-structural routine maintenance to Airline's exclusive use space required by Airline shall be at Airline's sole expense. All costs of repairs to the Passenger Terminal and ramp space, apart from alterations and improvements made by Airline, non-structural routine maintenance required by City in Airline's exclusive use space, and damage caused by Airline shall be borne by City. No structural changes or alterations or redecorating or remodeling shall be made by Airline without prior written approval of the Airport Director.

B. Airline will perform at its expense all maintenance to property installed by it, and in the event of failure to perform this covenant, City will have the right to perform or have performed any such maintenance and Airline shall reimburse City for the costs thereof.

Section 8. INSURANCE AND INDEMNIFICATION

A. Airline shall carry Aviation Commercial General liability insurance with a \$50,000,000 combined single limit however, that the sublimit for Personal Injury Coverage for non-passengers and for advertising injury liability shall be Twenty-Five Million Dollars (\$25,000,000) each occurrence and in the annual aggregate. The public liability insurance shall include the City of Columbia, MO as an additional insured under liability coverages and shall be provided a waiver of subrogation with respect to all coverages.

(1) The naming of City as additional insured in such policies of liability insurance shall not cause the City to be deemed a partner or joint venture with Airline in its business conducted on the Airport.

(2) Airline shall also carry workmen's compensation insurance in the amounts and form required by the Workmen's Compensation Act and the insurance laws of the State of Missouri.

(3) The Airline shall also be required to carry Comprehensive Aviation Insurance in an amount of \$10,000,000 each occurrence with respect to all owned, now-owned and hired vehicles.

(4) Insurance policies shall be performable in Boone County, Missouri, and shall be construed in accordance with the laws of the State of Missouri.

(5) Certificates of all insurance coverage required of Airline shall be filed with the City and shall provide that the policies shall not be subject to cancellation by insurer except after delivery of written notice by mail to City at least ten (10) working days prior to the effective date of cancellation, and Airline within five (5) working days prior to the effective date of cancellation, shall provide the City with new certificates of insurance complying with this Agreement.

(6) Should Airline fail or refuse to obtain and keep in full force and effect the insurance required by this Agreement, City may either cancel this Agreement or suspend Airline's rights hereunder.

B. Airline shall indemnify, protect, defend and hold completely harmless the City and its directors, councilors, officers, agents and employees (collectively, the "Indemnified Parties") from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees) (collectively, "Claims"), of any nature whatsoever arising out of or incident to Airline's use or occupancy of the Airport premises, the rights, licenses, or privileges granted Airline herein, or the acts or omissions of Airline's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such Claims arise out of the negligence or willful misconduct of (1) any Indemnified Parties or (ii) City's contractors or subcontractors. City shall give notice to Airline of any such Claims, and Airline shall defend same. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 9. QUIET ENJOYMENT

A. City agrees that on payment of the rents, fees and charges as required herein and subject to performance and compliance by Airline of the covenants, conditions and agreements on the part of the Airline to be performed and complied with hereunder, Airline shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, as granted herein.

Section 10. RULES AND REGULATIONS

A. This Agreement shall be subordinate to the current and future reasonable rules and regulations which the City may from time to time in its sole discretion promulgate or amend, as applicable, as well as State and Federal regulations and laws. Notwithstanding the foregoing, it is herein agreed between the City and Airline that if the Airport rules and regulations now in effect or hereafter adopted or amended by the City shall conflict with the express terms of this Agreement, the express terms of this Agreement shall control. To the extent such Airport rules and regulations do not conflict with the express terms of this Agreement and do not conflict with applicable Federal laws and regulations, however, they shall be observed and obeyed by Airline during the term of this Agreement with respect to the Airline operating an air transportation business at the Airport.

Section 11. ASSIGNMENT AND SUBLETTING

A. Airline shall not assign this Agreement, or any part thereof, without the prior written approval of City; provided, however, that Airline may, without such consent,

assign this Agreement to any person, firm or corporation with which Airline may merge or consolidate, provided that reasonable notice is provided City in a timely fashion.

B. Airline shall not sublet all or any part of the premises leased hereunder without the prior written approval of City.

C. All of the terms, provisions, covenants, stipulations, conditions and considerations in this Agreement shall extend to and bind the legal representatives, successors, subleases and assigns of the respective parties hereto.

Section 12. SURRENDER OF LEASED PREMISES

A. Airline agrees to yield and deliver to City the possession of the leased premises leased solely to Airline, or to Airline in common with others, at the termination of this Agreement, by expiration or otherwise, or of any renewal or extension thereof, in good condition, in accordance with its express obligations hereunder, except for (i) reasonable wear and tear that could not be prevented through routine maintenance required to be done by Airline, (ii) damage by fire, other casualty and acts of God or the public enemy, and (iii) the repair and maintenance obligations of the City as expressly set forth herein.

B. Airline shall have the right at any time during the said term, or any renewal or extension hereof, to remove its trade fixtures and equipment situated on the leased premises which were installed or placed by it at its expense in, on or about the leased premises leased hereunder; subject, however, to any valid lien which City may have thereon for unpaid rents, fees, or charges, and subject to Airline repairing damage caused to the leased premises by such removal. Notwithstanding anything to the contrary contained herein, nothing herein shall give the City (and City hereby disclaims) any right or lien with respect to Airline's aircraft.

C. All City property damaged by or as the result of the removal of Airline's property shall be restored at Airline's expense to same or better condition that it was prior to such damage. Any and all property not removed by Airline prior to expiration or other termination of this Agreement shall thereupon become part of the land on which it is located and title thereto shall be vested in the City; provided, however, Airline shall not abandon any of its property on the leased premises without written consent of the City.

Section 13. FORCE MAJEURE

A. Neither City, nor Airline, shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of a public enemy, acts of superior governmental authority, acts of terrorism, weather conditions, floods, riots, rebellions, acts of sabotage, epidemic, pandemic, or any other circumstances for which it is not responsible, or which are not under its control;

provided, however, that this Section does not exempt the Airline from paying the rentals, fees, and charges set forth herein. In any such case, a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal or non-existence thereof.

Section 14. CANCELLATION BY CITY

A. City, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry upon the leased premises:

Monetary Default:

(1) If the rentals, fees, charges, or other money payments which the Airline herein agrees to pay, or any part thereof, shall be unpaid for more than thirty (30) days, or

Non-Monetary Default:

(2) If the Airline shall file a voluntary petition in bankruptcy or make a general assignment for the benefit of creditors or if adjudicated bankrupt, or

(3) If the Airline abandons and ceases to use the leased premises for a period of 30 days at any one time, except when such abandonment or cessation is due to a force majeure event as set forth in Section 15, or

(4) If the Airline shall use or permit the use of the leased premises at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by a subsequent written agreement between the parties or shall use or permit the use thereof in violation of any law, rule or regulation to which the Airline has concurred in this Agreement to conform, or

(5) If the Airline shall be in violation of any provision, covenant or condition required to be performed by this Agreement with respect to the leasing of the premises.

B. In the event of monetary default [Sec. 14, A. (1)], City shall give the Airline thirty (30) days' written notice of intent to cancel specifying the date upon which such termination shall take effect and stating the nature of the default in order to permit such fault to be remedied by Airline within thirty (30) days, or such other period as may be agreed upon between the parties. In the event of non-monetary default [Sec.14, A. (2-5)], City shall give the Airline thirty (30) days' written notice of intent to cancel specifying the date upon which such termination shall take effect and stating the nature of the default in order to permit such fault to be remedied by Airline within thirty (30) days, or such other period as may be agreed upon between the parties. No notice of cancellation, as provided herein, shall be of any force or affect if (i) Airline shall have

remedied the default prior to receipt of City's written cancellation notice or (ii) within the said thirty (30) day period Airline commences to correct the same as promptly as reasonably practicable and thereafter diligently prosecutes the cure to completion.

C. In the event breach is not cured within thirty (30) days or the agreed period, the liability of Airline for the full rental and landing fees shall not be extinguished for the balance of the term of this Agreement. Airline shall make good to City any deficiency arising from vacancy or reletting at a lesser rate than that herein agreed upon. Airline shall pay such deficiency each month as an amount ascertained by City. Landing fees will be based on an average monthly gross weight calculated over the preceding six (6) months as applied to the applicable rate in Section 2. In the event City is obligated to participate in any court proceedings in order to enforce any of its rights under this Agreement, or to collect its rentals, fees and charges, City, if successful, shall be entitled to an additional amount in such sum as any court having competent jurisdiction shall determine as a reasonable attorney's fee.

Section 15. OTHER TERMINATION RIGHTS OF THE PARTIES

A. Notwithstanding anything to the contrary contained herein, this Agreement may also be terminated:

(1) At any time upon mutual agreement of the parties hereto; or

(2) By either party, without cause or penalty, upon not less than thirty (30) days' prior written notice to the other party. The effective date of such termination shall be as stated in such notice of termination, but in no event earlier than thirty (30) days following such written notice.

B. Notwithstanding anything to the contrary contained herein and to the extent applicable to Airline, in the event that Airline shall, by agreement, terminate its services as an interline carrier, or shall be terminated as an interline carrier by its marketing airline partner, then Airline or City shall terminate this Agreement on not less than thirty (30) days notice to the other party without any further liability or obligation by reason of such termination.

Section 16. NON-WAIVER OF RIGHTS

A. Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants and conditions herein contained to be performed, kept or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of any such default shall be construed, or act, as a waiver of any subsequent default.

Section 17. INVALIDITY OF CLAUSES

A. The invalidity of any portion, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part or portion thereof.

Section 18. APPROVAL BY CITY

A. Wherever the approval of City is called for herein, it is understood and agreed approval shall be in writing, in advance, and shall not be unreasonably withheld, conditioned or delayed.

Section 19. HEADINGS

A. The Section titles shown in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 20. NONDISCRIMINATION

A. Airline, as part of the consideration hereof, does hereby covenant and agree: (1) that no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Airline in the use of the leased premises, (2) that in the construction of any improvements on, over, or under such leased premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Airline shall use the leased premises in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.

Section 21. NOTICES

A. All notices to City shall be sent by certified mail addressed to:

Columbia Regional Airport
Michael Parks, Airport Manager
11300 Airport Drive
Columbia MO 65201

B. All notices to Airline shall be sent by certified mail addressed to:

United Airlines, Inc.
233 S. Wacker Drive, WHQOU
Chicago, IL 60606
Attention: Vice President-Corporate Real Estate

With a copy to: LeaseAdmin-CRE@united.com

Section 22. SERVICES AND FACILITIES MAINTENANCE PROVIDED BY CITY

A. City agrees it will maintain and operate and keep in good repair the Airport premises, including lobbies and facilities now or hereafter connected therewith, and Airline's leased premises, and will keep said Passenger Terminal Use Space free from interference for the proper use by the Airline. Furthermore, City will keep the public space in the Passenger Terminal Use Space furnished and will provide and supply throughout the Passenger Terminal adequate light, electricity, and hot and cold water, public restroom facilities, and air conditioning or heating depending upon the season.

B. City shall be under no obligation to repair or maintain any equipment, fixtures or other improvements installed by Airline.

C. City shall maintain and keep in good repair the runways, aprons, taxiways, roadways, sewer and water facilities, flood lights, power connections for use with Airline's ground support equipment, airfield lighting, beacon, and required emergency vehicles and equipment.

D. After reasonable notice to Airline, City reserves the right to temporarily close the Airport or a portion thereof, or any other facilities thereon for maintenance, improvements, or for the safety of the public only for the period of time reasonably necessary, during which closure all rents due hereunder shall equitably abate.

Section 23. OBLIGATIONS OF AIRLINE

A. Airline agrees it will at all times maintain its exclusively leased premises in a neat, clean, safe, and orderly condition, and the portion designated as counter-space shall be in keeping with the general decor in the area in which it is situated.

B. Airline shall reimburse the City for the cost of repairing, replacing, or rebuilding any damages to the Airport premises caused by the acts or omissions of the Airline or its officers or employees.

C. Airline shall make no structural changes in or additions to the leased premises without prior written approval of the City. No electrical equipment that imposes a significant load on the electrical wiring of the Terminal Building may be installed without prior approval of the Airport Manager.

D. Airline agrees that flight announcements will be made in a standard form acceptable to the City and that no other announcements will be made over the public address system, except in accordance with procedures established in advance and approved by the City, such procedures to be reasonable and to apply to all users having access to the public address system.

Section 24. PRIOR AGREEMENTS.

A. This Agreement cancels and supersedes all prior agreements between the parties hereto covering premises, facilities, rights, privileges, and services referred to herein.

Section 25. COVENANT NOT TO GRANT MORE FAVORABLE TERMS.

A. City covenants and agrees that in the event it shall enter into any lease, contract, or agreement with any other air transportation operator or airline offering scheduled public passenger service from the Airport which contains more favorable terms than this Agreement; or if City shall grant to any other such operator or airline rights or privileges with respect thereto which are not accorded to Airline hereunder, then the same terms, rights, or privileges shall concurrently and automatically be made available to Airline.

Section 26. ACCESSIBILITY FOR HANDICAPPED

A. The City and Airline shall be responsible for maintaining and providing the Airport facilities and services in a manner which complies with the parties' respective obligations under 14 CFR part 382, NONDISCRIMINATION ON THE BASIS OF DISABILITY IN AIR TRAVEL, under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR Part 27, NONDISCRIMINATION ON THE BASIS OF DISABILITY IN PROGRAMS OR ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE; and under 42 U.S.C.S. 12101, et seq., THE AMERICANS WITH DISABILITIES ACT of 1990, or a substantially equivalent standard.

B. All Airport terminal facilities designed, constructed or altered shall be accessible to handicapped persons and in compliance with the statutes and regulations cited above and other relevant federal, state or local laws, statutes and ordinances that relate to handicapped accessibility standards.

C. City shall make available to Airline, on a nonexclusive basis, a mechanical boarding assistance device, jet bridge or ADA complaint mobile lift (collectively, "Lift Device") to be used solely for the purpose of loading and unloading passengers from aircraft owned or operated by Airline at the Airport. Provided that, as of the date of execution of this Agreement, the parties agree that the City is only obligated to provide Lift Devices that have the same capacities as the City's current Lift Devices: Jet Bridge 4, Jet Bridge 2, and Boarding Ramp.

1. Training. Any person who will be providing boarding assistance to passengers for or on the behalf of Airline shall be trained in the proper use and operation of the Lift Device(s) and shall attend all training sessions as to the proper use of the Lift Device as may be provided by City or the manufacturer of the Lift Device.
2. Maintenance of Lift Device.
 - a. City agrees to maintain the Lift Device(s) in proper working condition subject to the terms and conditions of this Agreement.
 - b. Airline shall inspect the Lift Device(s) prior to each use to ensure that the Lift Device(s) is operating properly. If at any time Airline becomes aware of the need for maintenance or repairs to the Lift Device, Airline shall promptly notify City in writing of the nature of the maintenance and repairs required and shall refrain from using the Lift Device until such time as the repairs or maintenance have been completed. Airline's right to use the Lift Device shall be suspended during the period in which repairs or maintenance of the Lift Device is being made.
 - c. Airline shall promptly notify City (i) if the Lift Device is damaged in any way while in Airline's possession; or (ii) if the Lift Device is lost or stolen while in Airline's possession. In the event the Lift Device, or any part thereof, is damaged while in the possession of Airline due to the willful misconduct or negligence of Airline, its officers, directors, employees, agents, contractors or representatives, Airline shall pay City on demand for the cost of the repairs to the Lift Device. In the event the Lift Device is destroyed, lost, stolen, damaged beyond repair or otherwise rendered permanently unfit for use while in the possession of Airline due to the willful misconduct or negligence of Airline, its officers, directors, employees, agents, contractors or representatives, Airline shall pay City on demand the replacement value of the Lift Device.
 - d. Airline acknowledges and agrees that City may establish, in its discretion, reasonable nondiscriminatory fees and charges for the use and maintenance of the Lift Device.

Section 27. GOVERNING LAW AND LEGAL COSTS

A. Nothing contained herein shall impair the right of the City to exercise its governmental or legislative functions. This Agreement is made subject to the Constitution and the laws of the State of Missouri and to the Charter of the governing ordinances of the City of Columbia and applicable Federal regulations and laws.

B. If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees, and court costs.

Section 28. STORM WATER COMPLIANCE

A. Notwithstanding any other provisions or terms of the lease, Airline acknowledges that City is subject to federal storm water regulations, 40 CFR Part 122, for vehicle maintenance, equipment cleaning operations, and/or deicing operations that occur at the airport as defined in these regulations. Airline further acknowledges that it is familiar with these storm water regulations; that it conducts vehicle maintenance, equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

B. Notwithstanding any other provisions or terms of the lease, City acknowledges it has a storm water discharge permit (Permit No. G-KS38-0005) required by the applicable regulations for the Airport, including the property occupied or operated by the Airline as co-permittee.

C. Notwithstanding any other provision or terms of this lease, including the Airline's right to quiet enjoyment, City and Airline both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Airline acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the Airline, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices".

D. City's storm water discharge permit is incorporated by reference into this Agreement and any subsequent renewals.

E. City will provide Airline with written notice of those storm water discharge permit requirements, that are in the City's storm water permit, that Airline will be obligated to perform from time to time, including, but not limited to "certification of non-storm water discharges, preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline, within fourteen (14) days of receipt of such written notice, shall notify City in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Airline does not provide such timely notice, it is deemed to assent to undertake such requirements; City and Airline agree to negotiate a prompt resolution of their differences. Airline warrants it will not object to written notice from the City for purposes of delay or avoiding compliance.

F. Unless otherwise agreed to in writing between City and Airline, the Airline agrees to undertake at its sole expense, those storm water discharge permit requirements for which it has received written notice from City. Airline warrants that it shall make every practical effort to meet any and all deadlines that may be imposed on or agreed to by City and Airline. Airline acknowledges that time is of the essence.

(1) City agrees to provide Airline, at its request, with any non-privileged information collected and submitted to any governmental entity (ies) pursuant to applicable storm water regulations.

(2) Airline agrees that the terms and conditions of the City's storm water discharge permit may change from time to time and hereby appoints City as its agent to negotiate with the appropriate governmental entity (ies) any such permit modifications with the right to revoke this appointment with written notice to the City, provided Airline shall be notified in writing of any proposed revisions prior to City's negotiations with such governmental entity (ies). City shall provide Airline a reasonable opportunity to review and comment on such proposed revisions and shall give all such comments due consideration.

(3) City will give Airline written notice of any breach by Airline of the City's storm water discharge permit or the provisions of this section. If such breach is material and of a continuing nature, City may seek to terminate this Agreement pursuant to the terms herein. Airline agrees to cure promptly any breach.

(4) Airline agrees to participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport.

G. Indemnification:

(1) Notwithstanding any other provisions of this lease, City agrees to indemnify and hold Airline harmless for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Airport's actions or omissions for failure to comply with City's obligations under the applicable storm water regulations and storm water discharge permit, unless the result of Airline's sole negligence, acts or omissions. This indemnification shall survive any termination or non-renewal of this lease. The scope and amount of indemnity by the City is limited to the amount of any insurance coverage available to pay damages, or to the extent allowed by law, whichever is greater. Nothing contained herein shall be construed as a waiver of any aspect of the Missouri Tort Claims Act.

(2) Notwithstanding any other provisions of this lease, Airline agrees to indemnify and hold harmless City for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demand by and liability to the extent arising directly or indirectly from Airline's actions or omissions for failure to comply with

Airline's obligations under this Section, the applicable storm water regulations, and storm water discharge permit, unless the result of City's sole negligence, acts or omissions. This indemnification shall survive any termination or non-renewal of this lease.

Section 29. NOTICE OR CONSENT

A. Any notice or consent required herein to be obtained from or given by City may be given by Airport Director unless otherwise provided. Consent of City or Airline when required shall not be unreasonably withheld, conditioned or delayed.

Section 30. NON-LIABILITY OF INDIVIDUALS

A. No board member, director, officer, agency or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of its or their execution or attempted execution.

Section 31: ENTIRE AGREEMENT

This Agreement consists of the following: Sections 1 through 32, inclusive, Notaries (2), and Exhibit Nos. A, B C, D E, and F. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by City and Airline. Airline agrees that no presentations or grant of rights or privileges shall be binding upon City unless expressed in writing in this Agreement. City agrees that no presentations or grant of rights or privileges shall be binding upon the Airline unless expressed in writing in this Agreement.

Attachments

Exhibit A	Ticketing Counter Leased Area
Exhibit B	Map of Terminal floorplan Layout
Exhibit C	Map of United Airlines Office Leased Space
Exhibit D	Federal Clauses
Exhibit E	Rates and Charges

[SIGNATURES ON FOLLOWING PAGE]

Section 32. EXECUTION. IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers and their official or corporate seals to be affixed hereto and attested as of the day and year first set forth herein.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / KMM

(Seal)

United Airlines, INC.

By:  _____
Michael J. Yost
Managing Director- Airport Affairs, Corporate Real Estate
Date: November 10, 2025

ATTEST:

By:  _____
Name: Leigh Zurawski

Exhibit A - Ticket Counter

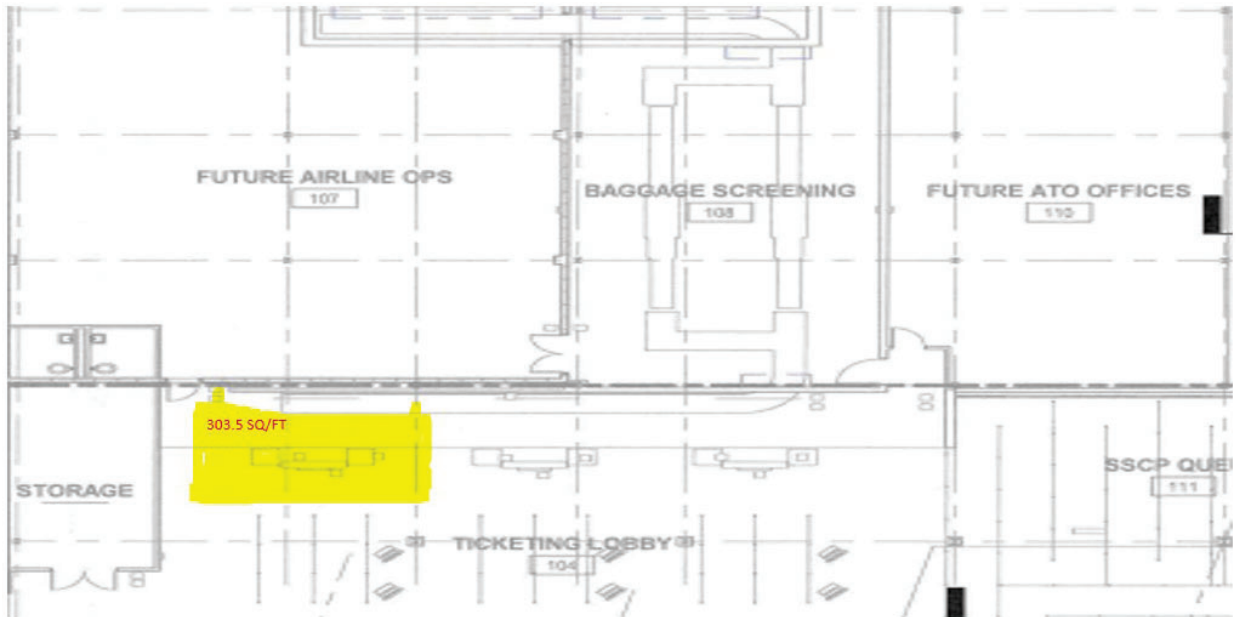


Exhibit B- Terminal floor plan

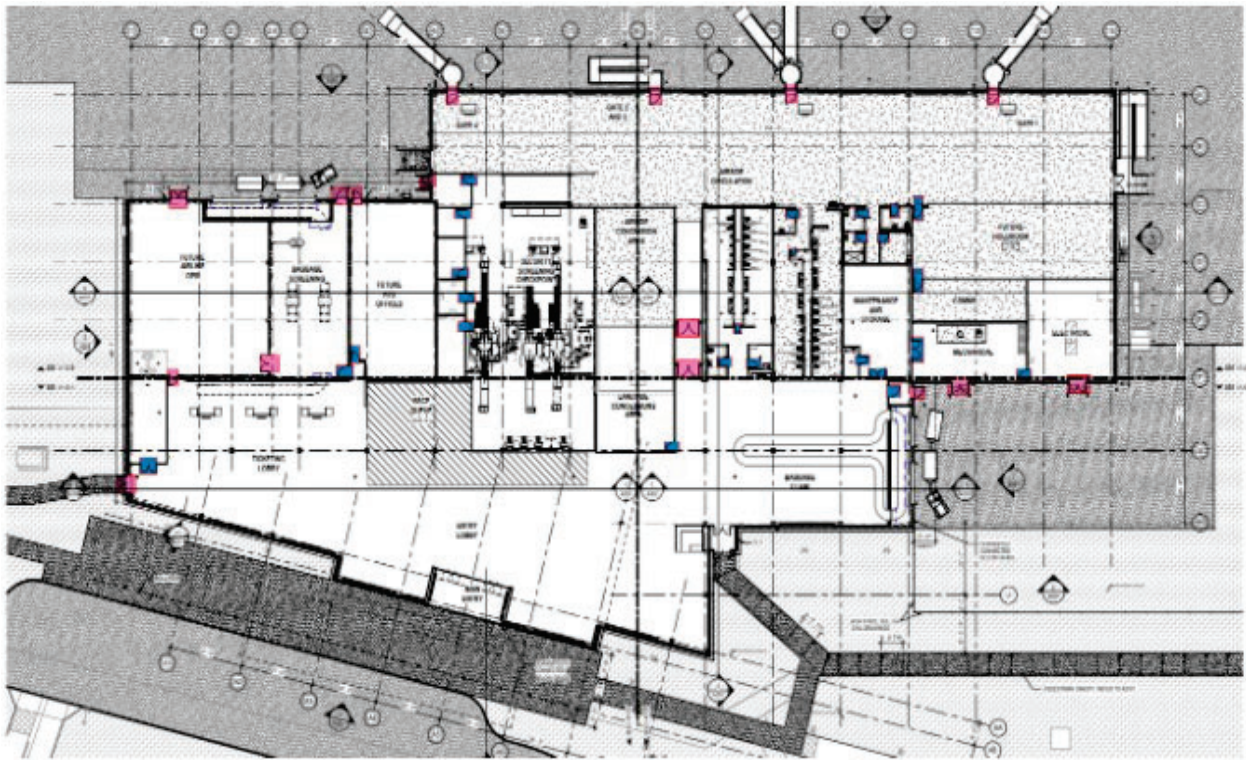
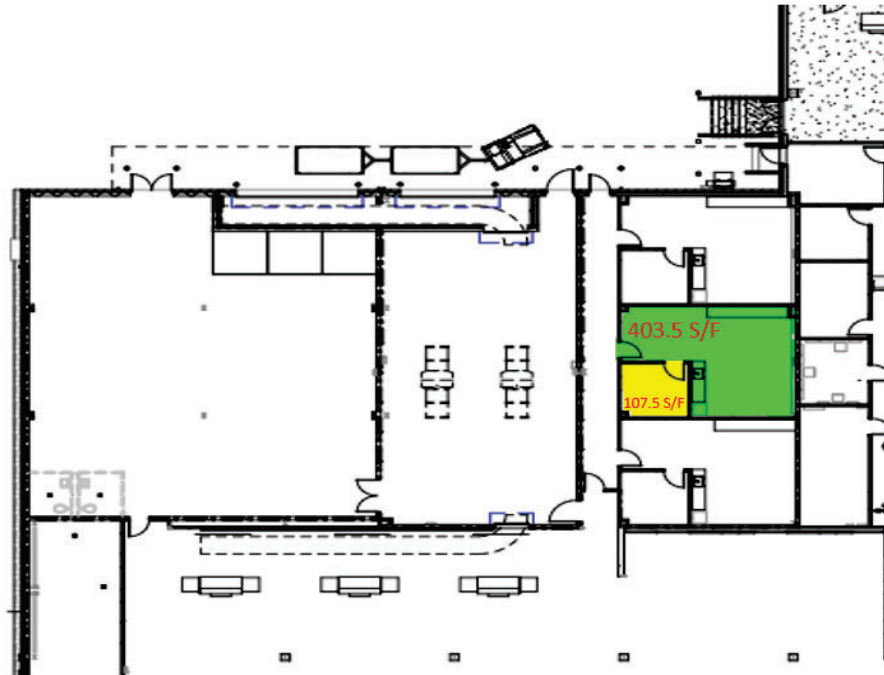


Exhibit C- OPS OFFICE SPACE



FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

As used in this document, Contractor means the entity entering into the contract with the City of Columbia.

ACCESS TO RECORDS AND REPORTS

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.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	6.3%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting

and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Columbia, Boone County, Missouri.

BREACH OF CONTRACT TERMS

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.

GENERAL CIVIL RIGHTS PROVISIONS

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

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

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

This provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The City of Columbia, Missouri, 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 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 will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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.

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;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited

English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The 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.

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 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.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in

conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime

contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program

shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/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 verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

DISADVANTAGED BUSINESS ENTERPRISE

INFORMATION SUBMITTED AS A MATTER OF BIDDER 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 bid 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; and
5. 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.

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.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment 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; and
5. 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.

RACE/GENDER NEUTRAL MEANS

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Columbia, Missouri 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.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor 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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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 [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the 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 \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ENERGY CONSERVATION REQUIREMENTS

ENERGY CONSERVATION REQUIREMENTS

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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, 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 identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their

training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A

written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The

obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

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

The 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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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)].

PROHIBITION OF SEGREGATED FACILITIES

(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, 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.

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

RIGHT TO INVENTIONS

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

must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding 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 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the 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 DEFAULT (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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.

Appendix
 Fee Schedule
 Rates and Charges
 Columbia Regional Airport
 Revised July 2012

Landing Fees-Non Contract... .	\$ 0.88 per 1,000 lb
Landing Fee — Contract.....	\$ 0.62 per 1,000 lb
Jointly Used Premises.....	\$ 0.70 per Enplanement
Police.....	\$ 0.90 per Enplanement
Fuel Flowage Fee.....	\$ 0.04 per gallon
Office/Counter Rent	\$15.00 per square foot
Hangar/Ground Rent.....	\$ 0.08 per square foot
Car Rental Commission.....	\$1,000 or 10%, whichever is greater
Farm Rent.... .	\$ 45.00 per acre
Farm Commission.....	1/3 of gross crop receipts
Parking Space Rental (Mail Trucks).....	1 or 2 vehicles - \$50 per vehicle per month or more - \$40 per vehicle per month

FBO Commissions .

Inside Hangar Storage.....	3.75% of gross receipts
Tie down rental on apron.....	60% of gross receipts
Sale of parts, not in excess of \$5,000....	3% of gross
Sale of parts, in excess of \$5,000	1% of gross
Flight Instruction.....	3% of gross
Aircraft service repair/maintenance	5% of gross
Aircraft sales rental & charter	0%
Miscellaneous.....	5% of gross



CERTIFICATE OF INSURANCE
Issued on behalf of Insurers by
Willis Towers Watson Insurance Services West, Inc.
811 Louisiana Street; Suite 2200
Houston, TX 77002
Telephone (713) 754-5400, Fax (713) 754-5462

This is to certify to:

Columbia Regional Airport
Michael Parks, Airport Manager
11300 Airport Drive
Columbia, MO 65201

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED:

United Airlines Holdings, Inc., United Airlines, Inc., United Services, United Ground Express, Inc. (f/k/a United Ground Services, Inc.), United Airlines Business Services Private Limited and all their subsidiary, affiliated, managed, owned or controlled companies, including any foundation, charitable trust or political action committee associated with the Company, including but not limited to United Airlines Scholarship Fund, and United We Care Employee Relief Fund, now in existence or hereafter formed or acquired, jointly or severally as their respective rights and interests may appear.

NAMED INSURED'S ADDRESS:

233 South Wacker Drive
Chicago, IL 60606

INSURANCE COVERAGES:

Airline Liability Insurance (including but not limited to General Liability, Passenger Legal Liability, Third Party Legal Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products and Completed Operations Liabilities, Ground Hangarkeepers Liability, Cargo Legal Liability, Liquor Legal Liability, Mail Legal Liability, Excess Advertiser's Liability, Excess Automobile Liability and Excess Employers Liability).

POLICY PERIOD:

December 31, 2024 to December 31, 2025 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

GEOGRAPHICAL LIMITS:

Worldwide but excluding

- (i) loss of or damage to property insured hereunder located in any Excluded Country.
- (ii) the operation or use of Aircraft while within the airspace of any Excluded Country.

Certificate No.: Airport-761

PAGE TWO

- (iii) the Insured's activities/operations during the Period of Insurance in any Excluded Country.

Excluded Country: Russia, Ukraine, Belarus and Crimea.
However, coverage pursuant to this Policy applies:

1.

(a) for the overflight of any Excluded Country where the flight is within an internationally recognized air corridor and is performed in accordance with I.C.A.O. recommendations; or

(b) in circumstances where an insured Aircraft has landed in any Excluded Country as a direct consequence and exclusively as a result of force majeure.

2.

Worldwide in respect of Products Liability.

AIRCRAFT INSURED:

Any aircraft owned or leased to and operated by the Named Insured.

LIMITS OF LIABILITY:

Note: Aggregate Limits may be reduced due to paid claims

As respects Airline Liability Insurance: Combined Single Limit Bodily Injury (including passengers), Property Damage and Personal Injury (Passengers only): not less than US\$50,000,000 any one occurrence/offense, in the aggregate annually as respects Products, Completed Operations and Personal Injury Liabilities.

However, the following sub-limits apply as part of and not in addition to the limit stated above:

As respects Personal Injury to third parties other than passengers: US\$25,000,000 any one occurrence, any one offense, in the aggregate annually.

As respects Excess Advertiser's Liability, Excess Automobile Liability and Excess Employers Liability: This insurance to pay up to US\$10,000,000 excess of the applicable underlying policy limit of not less than US\$1,000,000 any one occurrence/offense and in the aggregate where applicable.

USE OF PREMISES INSURED:

Solely as respects Airline Liability Insurance: Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's Airline Operations.

USE OF VEHICLES INSURED:

Solely as respects Airline Liability Insurance: Ground Mobile Equipment and Automobiles operated by the Named Insured on restricted airport premises.

PAGE THREE

CONTRACT(S):

Airline Airport Use Agreement between Richmand-Lexington
Airport District and United Airlines.

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

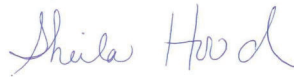
Solely as respects Airline Liability Coverage(s): The City of Columbia is included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest.

Solely as respects Airline Liability Coverage(s): In the event of cancellation of the policies by Insurers, Insurers agree that such cancellation shall not be effective as to the Additional Insureds until thirty (30) days (ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice by the Insurers to the Certificate Holder(s) -- at the addresses shown on page one of this Certificate of Insurance.

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: September 19, 2025



AUTHORIZED REPRESENTATIVE: _____

Willis Towers Watson Insurance Services West, Inc.

Certificate No.: Airport-761

SECURITY (the “Insurers”) for Policy Period: December 31, 2024 to December 31, 2025

INSURER	POLICY NUMBER
One or more of the Member Companies of Global Aerospace Underwriting Managers 115 Tabor Road, Suite 3A Morris Plains, NJ 07950	281129/24
Underwriters at Lloyd's & certain Insurance Companies, London, England through Willis Limited The Willis Building, 51 Lime Street London, England EC3M 7DQ	B080112771A24
Century Casualty Company c/o Willis Global Aviation The Willis Building, 51 Lime Street London, England EC3M 7DQ	188-2-10015-33
Allianz Global Risks US Insurance Company Through Allianz Aviation Managers, LLC 1 Chase Manhattan Plaza New York, NY 10005	A1AL000573224AM
National Union Fire Insurance Company of Pittsburg, PA Through AIG Aerospace Insurance Services, Inc. One Alliance Center 3500 Lenox Road, Suite 1100 Atlanta, GA 30326	HL 003387441-27
Starr Indemnity and Liability Company Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	1000189385-04
Continental Indemnity Company Through Applied Underwriters Aviation 800 Battery Avenue, Suite 100 Atlanta, GA 30339	BAVQFHNIL011400_1 30599_03
XL Specialty Insurance Company c/o AXA XL, a division of AXA Brookfield Place 200 Liberty Street, 25th Floor New York, NY 10281	UA00017727AV24A
QBE Insurance Corporation QBE North America (Aviation) One QBE Way Sun Prairie, WI 53596	122000660

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (insurance)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED United Airlines Holdings, Inc. 233 South Wacker Drive HDQCI Chicago IL 60606 USA	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER B: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AIU Insurance Company	19399	INSURER B: National Union Fire Ins Co of Pittsburgh	19445	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570115597136 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			023066883 All Other States 023-06-7520 MA	08/01/2025 08/01/2025	08/01/2026 08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	014111739 All Other States 014111741 WI	08/01/2025 08/01/2025	08/01/2026 08/01/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Airport Lease Agreement between The City of Columbia and United Airlines. Should Automobile Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of policy.

CERTIFICATE HOLDER

Columbia Regional Airport
Michael Parks, Airport Manager
11300 Airport Drive
Columbia MO 65201 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

570115597136

Certificate No :





FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
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