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

THIS AGREEMENT made as of _____ day of _____, 20__, by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** (hereinafter called "ENGINEER").

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

Aeronautical Obstruction Survey to be performed on the proposed Runway 2-20 Extension at the Columbia Regional Airport

(Description of Project)

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Basic Services," dated **June 21, 2017** (hereinafter referred to as "Scope of Basic Services").

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

Name and Title	Assignment
Dave Hadel	**Principle in Charge**
Ryan Lorton	**Project Manager**

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

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

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

2.3 ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by CITY to assure proper accounting for all project funds. These records must be available to CITY or its authorized representatives, for audit purposes, and must be retained for not less than three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

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

3.1.1 Financial Consultation

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

3.1.2 Property Procurement Assistance

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

3.1.3 Obtaining Services of Others

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

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

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

3.1.6 Extra Services

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

SECTION 4 - RESPONSIBILITIES OF CITY

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

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

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

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

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

4.6 Designate **Stacey Button**, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

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

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

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

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

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

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **three hundred ninety-two (392)** calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, CITY agrees to pay ENGINEER the sum of **fifty eight thousand one hundred four dollars and thirty-eight cents ($58,104.38)**, which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.

6.1.2 It is expressly understood that in no event will the total amount paid to ENGINEER under the terms of this Agreement, or any amendment thereto, exceed the sum set forth in paragraph 6.1.1 unless otherwise agreed to in writing between the parties in advance of the provision of such services.

6.2 Payments

6.2.1 ENGINEER shall submit an invoice to CITY for the percentage of services rendered to date under this Agreement not more than once every month. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay ENGINEER for the services rendered, provided CITY does not contest the invoice.

6.2.2 ENGINEER is required to pay all subcontractors for satisfactory performance of their contracts no later than fifteen (15) days after ENGINEER has received payment from the City for the work. A subcontractor's work is satisfactorily

completed when all the tasks called for in the subcontract have been accomplished and documented as required by CITY. Any delay or postponement of pay by ENGINEER to subcontractors must be in good faith for reasonable cause, and ENGINEER must promptly notify CITY in writing that payments are being withheld and the reason for withholding. Within twenty (20) days of receipt of payment from CITY to ENGINEER, ENGINEER shall certify to CITY that ENGINEER has made payment to subcontractors whose tasks are satisfactorily completed or that payment is being withheld and the reason for withholding of payment. Failure to comply with this provision is considered a material breach of this Agreement.

6.2.3 Prompt Payment Mechanisms for United States Department of Transportation (DOT) funded Projects. ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the ENGINEER receives from the CITY. ENGINEER agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed and accepted. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE subcontracts.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

Commercial General Liability ENGINEER agrees to maintain Commercial General Liability at a limit of liability not less than **$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$2,000,000** per claim and **$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract,

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

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

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

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

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

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

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

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

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

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

7.3 Professional Responsibility

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

7.3.2 In addition, ENGINEER will be responsible to CITY for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

7.3.3 Professional Oversight Indemnification
ENGINEER understands and agrees that CITY has contracted with ENGINEER based upon ENGINEER's representations that ENGINEER is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, ENGINEER agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements and judgments

whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise ENGINEER. ENGINEER agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

7.4 Estimates and Projections

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

7.5 On-Site Services

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

7.6 Changes

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

7.7 Suspension of Services

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

7.8 Termination

Services may be terminated by the CITY at any time and for any reason, and by ENGINEER in the event of substantial failure to perform in accordance with the terms hereof by CITY through no fault of ENGINEER, by ten (10) days' notice. If so terminated, CITY shall pay ENGINEER all uncontested amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination. In the event of CITY's termination of this Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs and reports prepared under this Agreement, shall at the option of CITY become its property. Further, ENGINEER shall not be relieved of any liability to CITY for any damages sustained by CITY by virtue of any breach of this Agreement by ENGINEER and CITY may withhold any payments due ENGINEER for the purpose of set-off until such time as the exact amount of damages to CITY, if any, is determined.

7.9 Publications

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

7.10 Nondiscrimination

During the performance of this Agreement, ENGINEER agrees to the following.

7.10.1 ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity. 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. ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment. ENGINEER shall, in all solicitation or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity. ENGINEER shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10.2 Nondiscrimination clauses related to federal funding. CITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. CITY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. CITY's DBE program, as required by 49 CFR

part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the CITY of its failure to carry out its approved program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). ENGINEER, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the ENGINEER from future bidding as non-responsible.

7.11 Successor and Assigns

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

7.12 Rights and Benefits

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

7.13 Compliance with Local Laws

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

7.14 Law; Submission to Jurisdiction Governing

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

7.15 Employment of Unauthorized Aliens Prohibited

ENGINEER agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, ENGINEER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ENGINEER shall also sign an affidavit affirming that it does not knowingly

employ any person who is an unauthorized alien in connection with the contracted services. ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.16 No Waiver of Immunities

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

7.17 Federal and / State Grant Requirements

a. ENGINEER acknowledges that state and/or federal grant funds are being used for this Project. ENGINEER shall familiarize itself and shall comply with all conditions and requirements for the utilization of such grant funds, including, but not limited to, those set forth in Exhibit C attached hereto (collectively "Grant Requirements"). ENGINEER shall include in contracts with its subcontractors provisions that require subcontractor to comply with the Grant Requirements.

7.18 City's DBE Program Requirements

a. A violation of the City's DBE Program by ENGINEER shall constitute a material breach of the Agreement, and shall entitle CITY to: (1) exercise all rights and remedies that it may have at law or at equity for material breach of contract; (2) exercise all rights and remedies that it may have pursuant to the Agreement, including but not limited to termination of the Agreement and any other rights set forth herein; and (3) any other rights or remedies under the DBE policy. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

b. The Parties further agree that in addition to any other remedies CITY may have at law for material breach of the Agreement, CITY shall be entitled to exercise any one or more of the following remedies if the ENGINEER violates the DBE Program: (1) terminate the Agreement for default; (2) suspend the Agreement for default; (3) withhold payments due to ENGINEER under the Agreement until such violation has been fully cured or CITY and ENGINEER have reached a mutually agreeable resolution; (4) assess liquidated damages as provided in the Agreement; (5) offset any liquidated damages and / or amounts necessary to cure any violation of the DBE Program from any retainage being held by CITY on the Agreement, or from any other amounts due to ENGINEER pursuant to the Agreement. The remedies set forth herein

shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

c. Liquidated Damages for Violation of the DBE Program. The Parties acknowledge and agree that CITY will incur costs if ENGINEER violates the DBE Program in one or more of the ways set forth below. The Parties further acknowledge and agree that the costs CITY might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, ENGINEER agrees to pay CITY liquidated damages at the rates set forth below for each specified violation of the DBE Program. ENGINEER further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss CITY will incur as a result of such violation and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the CITY: (1) failing to utilize a DBE that was originally listed at bid opening or proposal submission in order to satisfy contract goals, or failing to allow such DBE to perform a commercially useful function, in violation of sections of the DBE program: one hundred percent (100%) of the amount originally counted for the DBE at bid opening or proposal submission; (2) modifying or eliminating all or a portion of the scope of work attributable to a DBE upon which the contract was awarded, in violation of the DBE Program: one hundred percent (100%) of the amount of work modified or eliminated; (3) terminating a DBE originally listed/utilized as a subcontractor, joint venture, supplier, or manufacturer in order to be awarded the contract without obtaining prior approval by the CITY for replacing such DBE with another DBE performing the same commercially useful function and dollar amount: one hundred percent (100%) of the amount originally counted for the DBE at bid opening or proposal submission; (4) participating in a conduit relationship with a DBE scheduled to perform work on contract: one hundred percent (100%) of the amount counted for the DBE at bid opening or proposal submission; or (5) failing to provide any documentation or written submissions required under the DBE program within the time period set forth therein: fifty dollars ($50.00) per day for each day that such documentation or written submission is overdue.

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

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

7.19 Agreement Documents

This Agreement includes the following attachments or exhibits, which are incorporated herein by reference:

Attachment/Exhibit	**Description**
A	Scope of Work
B	Summary of Costs
C	Federal Provisions

In the event of a conflict between the terms and conditions of this Agreement and any attachment or exhibit hereto, the terms contained in this Agreement shall prevail.

7.20 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 55416288-604990, AP127, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____

Date: 1-22-18

ATTEST:

By: _____

Name: _____

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

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

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

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

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

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

Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

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

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

LOURDES WEISE
NOTARY PUBLIC NOTARY SEAL #12522112
Commission Expires February 28, 2020
Jackson County
STATE OF MISSOURI

Affiant

Kathy Newman
Printed Name

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

Lourdes Weise
Notary Public

Aeronautical Obstruction Survey Performed on the Proposed Runway 2-20 Extension

Exhibit A

Scope of Basic Services Dated 6/21/2017

ATTACHMENT "A"
6/21/2017
SCOPE OF BASIC SERVICES
FOR
AERONAUTICAL OBSTRUCTION SURVEY PERFROMED ON THE PROPOSED RUNWAY 2-20 EXTENSION
AT
COLUMBIA REGIONAL AIRPORT

A. **PROJECT NAME:**
   1. **Project Name:** Aeronautical Obstruction Survey performed on the proposed Runway 2-20 Extension and alignment at Columbia Regional Airport (COU).

B. **DESCRIPTION OF SERVICES TO BE PERFORMED:** CONSULTANT has developed the following Scope of Services to perform professional services for the aforementioned project. The Scope of Services is defined as follows:
   1. Aeronautical Obstruction Survey performed on the proposed Runway 2-20 Extension at Columbia Regional Airport (COU). Burns & McDonnell shall subcontract this work to Quantum Spatial, Inc. A detailed description of the Scope of Services is included in the Attachment A-1, Quantum Spatial, Inc. proposal dated April 20, 2017.

C. **ESTIMATED TIME OF COMPLETION:**
   1. The time to complete the Scope of Services for Items identified in B.1. of this Scope of Work is estimated at Fifty Six (56) weeks from the Notice to Proceed (NTP).

END OF SCOPE OF BASIC SERVICES

ATTACHMENT A-1

AERONAUTICAL SURVEY REQUIREMENTS

quantum SPATIAL

April 20, 2017

Jason Fuehne, PE
Associate Civil Engineer/Project Manager
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114

Project: Aeronautical Obstruction Survey – Columbia Regional Airport (COU)

Dear Mr. Fuehne,

This summary of work describes our understanding of the scope of work and services required for an aeronautical obstruction survey at the Columbia Regional Airport (COU) located in Columbia, MO. The project will be done in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations for FUTURE Runway 2/20. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17C "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18B (Change 1) "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"

Summary of Work

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"= 4,018' of the obstruction surface areas and 1"= 1,042' of the runway centerline. The aerial imagery will cover all of the VG Airspace Analysis surfaces using a Digital Mapping Camera II (DMC II) or comparable, during leaf-on conditions.

From the 1"= 4,018' imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"= 1,042' imagery, we will produce the following:

- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS & VGPS surfaces

Quantum Spatial will be responsible for preparation and submittal of the Statement of Work (SOW), Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA AGIS online database

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for limited planimetric feature collection and twelve inch orthophoto production. In addition, we insure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Columbia Regional Airport (COU) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the MO State Plane Coordinate System, Central Zone in US survey feet.
Vertical: North American Vertical Datum of 1988 (NAVD 88)

Quantum Spatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16A
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. Quantum Spatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for *Instrument Procedure Development*."

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

VG Obstruction Surveys

For the VG Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runway 2/20 with Vertically Guided Operations
  (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but

are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be delivered in ESRI Shapefile format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

Quantum Spatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at http://airports-gis.faa.gov.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan
- Image Delivery
- Digital limited landmark detail outside the airport
- Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format)
- Obstruction survey data (that covers VG surfaces)
- Surveyed centerline profile on VG runways
- NAVAID data
- Photogrammetrically derived attributes in defined format
- FGDC compliant metadata
- Final Report

Other than the 18B delivery, we will deliver the following items to Burns and McDonnell:

- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

All digital files will be delivered on external hard drive or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. $44,225.00

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Burns and McDonnell. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Quantum Spatial.

Quantum Spatial Representative

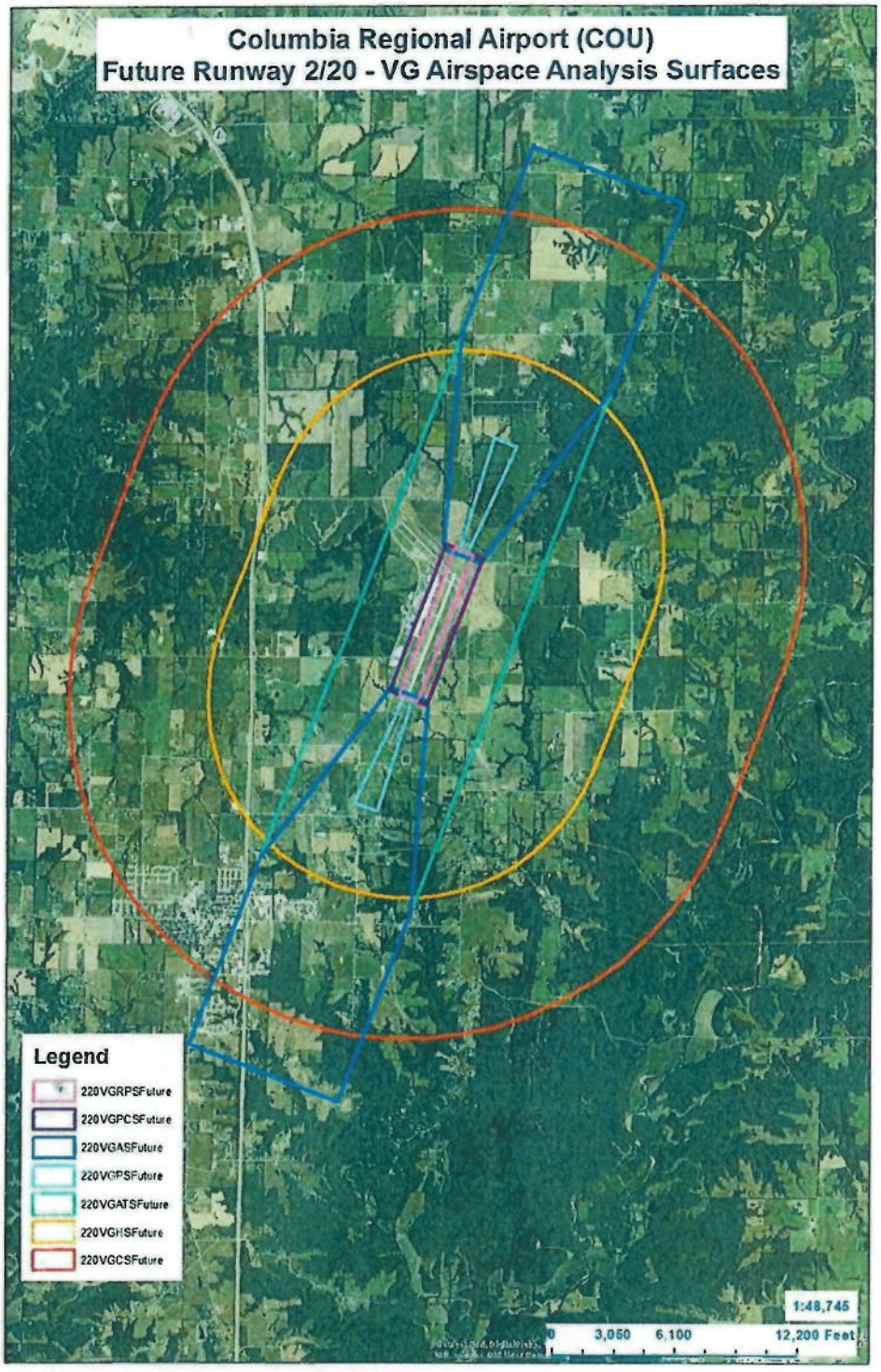
Bob Vander Meer, Vice President, and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at (920) 912-6263 or email me at the address shown below.

Sincerely,
Quantum Spatial, Inc.



Bob Vander Meer
Vice President
rvandermeer@quantumspatial.com


Columbia Regional Airport (COU)
Future Runway 2/20 - VG Airspace Analysis Surfaces
Legend
220VGRPSFuture
220VGPCSFuture
220VGASFuture
220VGPSFuture
220VGATSFuture
220VGHSFuture
220VGCSFuture
1:48,745
0 3,050 6,100 12,200 Feet


Columbia Regional Airport (COU)
Orthophoto Limits - 1 Foot GSD
Legend
Orthophoto Limits - 1 FT
1:48,745
0 3,050 6,100 12,200 Feet

Aeronautical Obstruction Survey Performed on the Proposed Runway 2-20 Extension

Exhibit B

Summary of Costs dated 6/21/17

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
RW 2-20 AERONAUTICAL SURVEY
COLUMIBA REGIONAL AIRPORT
DESIGN SERVICES
BASIC AND SPECIAL SERVICES
June 21, 2017

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($) Office	Field	Contract
Principal	4.00	$56.00	$224.00	$0.00	$0.00
Project Manager	65.00	$55.00	$3,575.00	$0.00	$0.00
Sr. Civil Eng.	0.00	$45.00	$0.00	$0.00	$0.00
Staff Civil Eng.	0.00	$35.00	$0.00	$0.00	$0.00
Assist. Civil Eng.	0.00	$35.00	$0.00	$0.00	$0.00
Assoc. Electrical Eng.	0.00	$52.00	$0.00	$0.00	$0.00
Sr. Electrical Eng.	0.00	$48.00	$0.00	$0.00	$0.00
Staff Electrical Eng.	0.00	$39.00	$0.00	$0.00	$0.00
Sr. Tech.	0.00	$27.30	$0.00	$0.00	$0.00
Staff CADD Tech.	0.00	$24.70	$0.00	$0.00	$0.00
Geotechnical Eng.	0.00	$48.00	$0.00	$0.00	$0.00
Clerical	5.00	$25.00	$125.00	$0.00	$0.00
	74.00				
Total Direct Salary Costs			$3,924.00	$0.00	$0.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @	218.64% Office	$8,579.43		
Percentage of Direct Salary Costs @	0.00% Field		$0.00	
Percentage of Direct Salary Costs @	0.00% Contract			$0.00

3 **SUBTOTAL:**

Items 1 and 2		$12,503.43	$0.00	$0.00

4 **PROFIT:**

10.00%	% of Item 3 Subtotal	$1,250.34	$0.00	$0.00
	Subtotal	$13,753.78	$0.00	$0.00

5 **OUT-OF-POCKET EXPENSES:**

a. Transportation (Office Staff)	0.00 miles @	$0.535 / Mile =	$0.00		
b. Transportation (Field Staff)	0.00 Miles @	$0.535 / Mile=		$0.00	
c. Per Diem (meals) office (per day)	0.00 days @	$10.00 / day=	$0.00		
d. Per Diem (lodging) office (per day)	0.00 days @	$77.00 / day=	$0.00		
e. Per Diem field (meal & Lodging) : per day	0.00 days @	$123.00 / day =		$0.00	
f. Comp. hrs: (N/A)	0.00 Hours @	$0.00 / Hour =	$0.00		
g. Comp. hrs: (N/A)	74.00 Hours @	$0.00 / Hour =	$0.00		
h. Copies, Printing, & Shipping		=	$125.60	$0.00	$0.00
Total Out-of-Pocket Expenses			$125.60	$0.00	$0.00

6 **SUBCONTRACT COSTS:**

a. QUANTUM SPATIAL:	=	$44,225.00	$0.00	$0.00
b. :	=	$0.00	$0.00	$0.00
	Subtotal	$44,225.00	$0.00	$0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6	$58,104.38	$0.00	$0.00

TOTAL:	SUMMARY	$58,104.38

SUMMARY

Aeronautical Obstruction Survey Performed on the Proposed Runway 2-20 Extension

Exhibit C

Federal Provisions

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING THE CONTRACT WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) **Title VI Solicitation Notice**

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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.

2) **Title VI Clauses for Compliance with Nondiscrimination Requirements**

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b) **Non-discrimination:** 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 Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the 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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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.

e) **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:

i. Withholding payments to the contractor under the contract until the contractor complies; and/or

ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) 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.

3) **Title VI List of Pertinent Nondiscrimination Authorities**

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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 thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 49 CFR part 20, Appendix A

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.

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

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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

TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA

encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B)

a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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: https://www.sam.gov.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

BREACH OF CONTRACT TERMS

Reference 2 CFR § 200 Appendix II(A)

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

CLEAN AIR AND WATER POLLUTION CONTROL

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and 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) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to 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 above, 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 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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 any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

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 section.

THIS PAGE INTENTIONALLY LEFT BLANK