



## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made by and between the **City of Crossville** (Owner) and **Neel-Schaffer, Inc.** (Engineer).

The Owner has selected the Engineer in accordance with FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* and intends to contract with Engineer for multi-year professional engineering and related services generally listed in Exhibit A to be further defined by Specific Projects at the **Crossville Memorial-Whitson Field Airport**. Each engagement will be documented by a Task Order. This Master Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

### SECTION 1 – SERVICES OF ENGINEER

#### 1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project. The receipt of an executed Task Order will constitute the Engineer's Notice-to-Proceed.
- B. The Master Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Master Agreement; (b) the Master Agreement's Appendices; (c) the Master Agreement's Exhibits; (d) any executed written amendments of the Master Agreement (see Exhibit C); (e) the specific Task Order itself; (f) the specific Task Order's exhibits; and (g) any amendments or modifications of the specific Task Order.
- E. Engineer's services will conform to the requirements and standards of the Owner, the Federal Aviation Administration (FAA), in accordance with regulations and procedures established for Federal Aid Projects, and TDOT Aeronautics Division standards. Engineer's services will be coordinated with the Owner, the FAA, TDOT, and others required in the accomplishment of the work, and the standards for practice ordinarily used by members of the Engineer's profession practicing under similar conditions.

### 1.02 Additional Services (Extra Work)

- A. For work not described or included in a duly executed Task Order(s), but requested by the Owner in writing, the Owner will pay Engineer for the additional services including Subcontractors and Subconsultants based on the Cost Plus a Fixed Fee NTE Method of Payment or other method in Section 2.04 agreed to by Owner and Engineer. The Engineer's hourly rate schedule is included in Appendix 1 and will be adjusted annually (on or about July 1) to reflect equitable changes in the compensation payable to Engineer and current rate schedules will be included in each applicable Task Order(s).

### 1.03 Task Order Procedure

- A. A sample Task Order is presented in Exhibit B to this agreement.
- B. Each specific Task Order will indicate:
  - 1. Project Background Data;
  - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
  - 3. Additions or Modifications to Owner's Responsibilities;
  - 4. Task Order Schedule;
  - 5. Engineer's Compensation for Task Order; and
  - 6. Primary Subconsultants, if any.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 5.03.C of this Master Agreement.

## **SECTION 2 – INVOICES AND PAYMENTS**

### 2.01 General

- A. For the work described in duly executed Task Order(s) as described in Section 1, the Owner agrees to compensate the Engineer in accordance with the general terms listed below. The basis of payment will be established in the duly executed Task Order(s) for the Specific Project.

### 2.02 Invoices

- A. Engineer shall prepare invoices in accordance with its standard invoicing practices and Tennessee Aeronautics Division standard invoicing practices.
- B. Engineer shall submit invoices to Owner monthly or bi-monthly, as may be appropriate, for work carried out in that period.

## 2.03 Payments

- A. Owner intends to pay Engineer from its appropriated funds, and unless otherwise noted in duly executed Task Order(s) for Specific Projects, represents that funds are available to pay Engineer.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Section 2. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 60 days after receipt of Engineer's invoice, Engineer may give 7 days' written notice to Owner for suspension of services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

## 2.04 Methods of Payment

### A. Lump Sum

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services. This method of payment is appropriate when the Owner and Engineer can fully define the scope, complexity, character and duration of effort at the time negotiations take place.
- 2. The Lump Sum amount is considered fixed and will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the Lump Sum would be subject to re-negotiation, and Engineer will prepare and submit a written request for Owner's approval. If work is eligible for FAA funding, prior approval from FAA will be obtained by the Owner.
- 3. In duly executed Task Order(s) including design services, changes to project geometric layout by Owner, FAA, State or any other reviewing stakeholder after the agreed upon review timeline listed in the Task Order(s) for the first submittal (preliminary layout, 30% submittal, 60% submittal, or 90% submittal) is considered a change in scope of which is subject to re-negotiation of Lump Sum fee as detailed in paragraph 2.04.A.2.
- 4. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
- 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Cost Plus a Fixed Fee Not-to-Exceed (NTE)

1. Owner shall pay Engineer for allowable costs such as salary, overhead, reimbursable direct non-salary expenses normal and necessary for the completion of the project identified in Paragraph 2.05 below, plus a fixed fee. This method of payment is appropriate when the Owner and Engineer cannot fully define the scope, complexity, character or duration of effort at the time negotiations take place. The FAA recommends the Owner consider using this payment method for construction phase services in FAA AC 150/5100-14E.
2. For informational purposes, approximate current hourly rates for each employee classification is included in Appendix 1 and will be subject to change on or about July 1 each year this agreement is active. Current rate schedules shall be included in each applicable Task Order(s)
3. The Not-to-Exceed (NTE) cost control provides a ceiling level for the overall cost of work for the specific category of services.
4. The fixed fee is a dollar amount the Owner negotiates with the Engineer at inception of the Task Order(s). It is in addition to reimbursement for salary, overhead, and direct non-salary expenses. The fixed fee does not vary with actual costs.
5. The fixed fee value may not be modified unless there is a change in the scope of the work. The fixed fee and upper limit of hourly costs and reimbursable expenses are considered fixed and may not be modified unless there is a change in the scope, complexity, or duration of the work. In that event, the following steps will be taken:
  - i. The Engineer will alert the Owner when the Engineer's cumulative costs approach the upper limit.
  - ii. The Owner and Engineer will assess whether the remaining work effort can be completed within the remaining contract limits.
  - iii. The Engineer must obtain Owner's written approval before exceeding the upper limit. Owner approval will include re-negotiated fixed fee and upper limit. If work is eligible for FAA funding, prior approval from FAA will be obtained by the Owner.

2.05 Reimbursable Expenses

- A. With the exception of the Lump Sum method of payment, in all other payment methods listed in Paragraph 2.04, expenses other than salary costs that are directly attributable to performance of Engineer's services will be billed as follows:
1. Direct cost for travel (mileage at amount allowed by Federal government when incurred + \$0.05/mile for 4-wheel drive vehicles commonly utilized by surveyors and construction engineers/observers; lodging; meals), wireless communications, outside reproduction, third-party plan room fees, and mail/courier expenses.

2. Direct cost of Engineer's Subcontractors and Subconsultants fees plus 10 percent administrative fee.
  3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
- B. For informational purposes, current reimbursable expenses schedule is included with the hourly rate schedule in Appendix 1 and will be subject to change on or about July 1 each year this agreement is active. Current rate schedules shall be included in each applicable Task Order(s)

### **SECTION 3 – OWNER'S RESPONSIBILITIES**

#### 3.01 Application of Owner's Responsibilities

- A. The responsibilities of the Owner set forth in Section 3 apply to each Specific Project and each Specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

#### 3.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in performance of the Specific Project, including Owner's:
1. design objectives and constraints;
  2. space, capacity, and performance requirements;
  3. flexibility and expandability needs;
  4. design and construction standards (if different than FAA standards);
  5. budgetary limitations; and
  6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the site of the Specific Project.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) without limitation such additional information and data as is reasonably required to enable Engineer to complete its Basic and Special Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as additional Special Services under the Task Order. Such additional information or data may include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Surveys, Mapping, and Utility Documentation.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the site of the Specific Project; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the site of the Specific Project; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- D. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

### 3.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Engineer to develop Bidding and Construction Contract Documents in accordance with FAA AC 150/5370-10, current edition at time of duly executed Task Order. Owner to provide Engineer with the following information considered to be local or state requirements by FAA:
1. Local and State procurement requirements that do not conflict with 2 CFR Part 200 or 49 USC Chapter 471.
  2. Local bonding policy. 2 CFR 200.325 provides that for contracts exceeding the Federal Simplified Acquisition Threshold, the Owner should use local bonding policy and requirements provided that the FAA has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the bonding requirements listed in FAA AC 150/5370-10, current version at time of duly executed Task Order will be included in Construction Contract Documents.
  3. Local insurance requirements for the Specific Project. These requirements are anticipated to be for commercial general and umbrella liability; commercial auto and umbrella liability; worker's compensation; property; and/or other types of coverage required by the Specific Project.
  4. Protocols for electronic transmittals during bidding and construction.

B. Owner shall place and pay for advertisements for Bids in appropriate publications.

### 3.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
  - i. Includes maintaining current registration in the System for Award Management (SAM) with current Unique Entity Identifier (UEI) available to provide to Engineer to show on all project applications. Owner shall renew these annually at <https://www.sam.gov>.
2. Legal services, including attorney review of proposed Construction Contact Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it or to satisfy other Federal or State audit requirements.

B. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

C. Owner may delegate to Engineer or others the responsibilities set forth in Paragraph 3.04.B.2.

### 3.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. Owner shall arrange for safe access to and make all provisions for Engineer (including Subcontractors and Subconsultants) to enter upon public and private property as required for Engineer (including Subcontractors and Subconsultants) to perform services under this Agreement and under each Task Order.

- E. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto so as not to delay the work of the Engineer.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, independent fee estimate, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - i. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

- ii. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- 3. Authorize Engineer to provide Additional Services as detailed in each Task Order, as required.
- K. Perform or provide the following:
  - 1. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

#### 3.06 Payment

- A. Owner shall pay Engineer as set forth in each duly executed Task Order, pursuant to the applicable terms of Section 2.

### **SECTION 4 – MISCELLANEOUS**

#### 4.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

#### 4.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

#### 4.03 Underground Utilities

- A. Owner understands that utility companies typically will not locate and mark their underground utilities/facilities prior to notice of planned excavation on an airport. The Engineer will provide research regarding utilities and survey utilities located and marked by their owners as provided for in a duly executed Task Order. However, Engineer is not responsible for knowing whether underground utilities/facilities are present or knowing the exact location of utilities/facilities for design and cost estimating purposes. Additionally, Engineer is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other Subcontractors or Subconsultants working under a subcontract to this agreement.

#### 4.04 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective

Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 4.04, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 4.04.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 4.05 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 4.05.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Policies and Procedures:
  1. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set

forth in Paragraph 4.05.A, and to the extent compliance is not inconsistent with professional practice requirements.

- F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be in accordance with FAA standards in AC 150/5370-10, current version effective date of duly executed Task Order, unless expressly indicated otherwise in this Agreement.
- G. Special Conditions of Construction Contract: The special conditions for any construction contract documents prepared hereunder are to include the TDOT Aeronautics Required State Contract Provisions effective the date of the duly executed Task Order, unless expressly indicated otherwise in this Agreement. The current version of these special provisions are included in Appendix 4.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal

securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Constructor's and Owner's safety programs of which Engineer has been informed in writing.

#### 4.06 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.
- B. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
- C. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
  - 1. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
  - 3. To the fullest extent permitted by applicable law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.

4.07 Insurance

A. Engineer shall procure and maintain the following minimum schedule of insurance for the life of this Agreement:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$ 1,000,000.00
Each employee	\$ 1,000,000.00
Policy limit	\$ 1,000,000.00
<b>Commercial General Liability</b>	
General Aggregate	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000.00
<b>Automobile Liability</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000.00
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00
<b>Professional Liability</b>	
Each Claim	\$ 1,000,000.00
Annual Aggregate	\$ 1,000,000.00
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

a. Include and list the Owner as additional insured with name and address listed as:

**City of Crossville  
392 North Main Street  
Crossville, TN 38555**

C. Engineer will require its Subcontractors and Subconsultants to comply with the above insurance requirements or as may be required by the Owner.

D. Owner shall require Constructor to purchase and maintain policies of insurance covering worker's compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project.

- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Constructor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- G. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage or increased limits than those specified in Paragraph 4.07.A. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage or different limits for such periods of time as requested by Owner, and this Agreement will be amended to incorporate these requirements. The Owner will allow a reasonable amount of time for the Engineer and its Subcontractors or Subconsultants to obtain requested additional insurance coverage, but not less than thirty (30) days in which to comply.

#### 4.08 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five (5) years after the Owner makes final payment and all other pending matters are closed related to its services under a specific Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Access to retained records required by Federal Contract Provisions may be requested by the Owner in accordance with A1. Access to Records and Reports in Appendix 3 – Mandatory Federal Contract Provisions. Access to retained records required by TDOT Aeronautics may be requested by the Owner in accordance with D.15 Records in Appendix 4 – TDOT Aeronautics Required State Contract Provisions. Engineer shall provide a copy of any such item to Owner at cost.

#### 4.09 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors,

- members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the "Limitations of Liability" provisions in Paragraph 4.10.
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### 4.10 Limitation of Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement or duly executed Task Orders associated with this Agreement.

#### 4.11 Controlling Law

- A. This Master Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state of Tennessee or applicable Federal law.

#### 4.12 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Master Agreement or any Task Order hereunder, or to any breach of this Master Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 4.12.B, then such dispute shall be resolved through litigation in a court of competent jurisdiction.

#### 4.13 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.13.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement and any Task Order issued under this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Master Agreement, or in any Task Order, without the

written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Master Agreement or any Task Order.

- C. Unless expressly provided otherwise in this Master Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Master Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Master Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

#### 4.14 Term and Times for Rendering Services

- A. Term:
  - 1. This Agreement will be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the first duly executed Task Order.
  - 2. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.
- B. Commencement:
  - 1. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- C. Time for Completion:
  - 1. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
  - 2. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
  - 3. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
  - 4. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension in accordance with Paragraph 1.02.
  - 5. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted,

then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

#### 4.15 Suspension and Termination

##### A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 180 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 2.03.B and 2.03.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 4.04.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

##### B. Termination for Cause—Master Agreement and Task Order(s)

1. Either party may terminate this Agreement and subsequent Task Order(s) if the other party fails to fulfil its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. Terminations for cause must comply with Appendix 3 – Mandatory Federal Contract Provisions, Paragraph A25.3.2.

##### C. Termination for Convenience by Owner – Master Agreement and Task Order(s): Owner may terminate a Task Order or this Master Agreement for Owner's convenience as detailed in Appendix 3 – Mandatory Federal Contract Provisions, Paragraph A25.3.1.

#### 4.16 Miscellaneous Provisions

- A. Notices: Any notice required under this Master Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Master Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Master Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

#### 4.17 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
  3. Agreement—This written contract for professional services between Owner and Engineer, including the Master Agreement, all exhibits and appendices to the Master Agreement identified in Paragraph 5.01, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
    - i. Master Agreement—See definition at Paragraph 4.17.A.28 below.
  4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
  6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
  7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or

both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Master Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Master Agreement—The date indicated in this Master Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Master Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow:  
(a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. Engineer—The individual or entity named as such in this Master Agreement.
24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Master Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Master Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that is considered the Airport Sponsor and the same individual or entity that will enter into grant agreements with Federal and State governments and into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in Exhibit D.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be

performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by consultants, engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish

materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Master Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## **SECTION 5 – APPENDICES AND EXHIBITS**

5.01 The following Appendices and/or Exhibits are attached to and made a part of this Agreement, and unless otherwise stated are applicable to all Task Orders:

- 5.01.1 Appendix 1 – Hourly Rate Schedule
- 5.01.2 Appendix 2 – Certification of Engineer
- 5.01.3 Appendix 3 – Mandatory Federal Contract Provisions for Professional Services
- 5.01.4 Appendix 4 – Required State Contract Provisions
- 5.01.5 Exhibit A – Airport Project Types
- 5.01.6 Exhibit B – Example Task Order
- 5.01.7 Exhibit C – Amendment to Master Agreement
- 5.01.8 Exhibit D – Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- 5.01.9 Exhibit E – Example Notice of Acceptability of Work

All parties acknowledge that individual Task Orders may include additional Exhibits that are applicable to the specific Task Order.

5.02 Resource Documents:

- A. The parties acknowledge the accompanying document, Exhibit B – Example Task Order is a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Example Task Order as the basis for preparing the specific Task Order and its exhibits. The Example Task Order are not a part of this Master Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

5.03 Total Agreement; Amendments to Master Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- C. Amendments:
  - 1. This Master Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Master Agreement.
  - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
  - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Master Agreement or its exhibits, except as expressly stated in such Task Order.

5.04 Designated Representatives

- A. With the execution of this Master Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Master Agreement. Such an

individual must have authority to execute Task Orders, to transmit instructions, receive information, and render decisions with respect to this Master Agreement, on behalf of the party that the individual represents.

- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

By signing, the representatives of the Owner and Engineer certify having appropriate signatory authority within their respective organization.

**Owner:**

City of Crossville  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

**Designated Representative for Notices:**

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

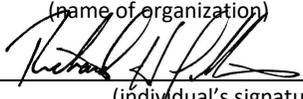
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Engineer:**

Neel-Schaffer, Inc.  
\_\_\_\_\_  
(name of organization)

By:   
\_\_\_\_\_  
(individual's signature)

Date: December 31, 2025  
(date signed)

Name: Richard Sullivan, P.E.  
(typed or printed)

Title: Senior Vice President  
(typed or printed)

Attest:   
\_\_\_\_\_  
(individual's signature)

Title: Deputy Aviation Discipline Leader  
(typed or printed)

**Designated Representative for Notices:**

Name: Richard Sullivan, P.E.  
(typed or printed)

Title: Senior Vice President  
(typed or printed)

Address: 210 25<sup>th</sup> Avenue North  
Suite 800  
Nashville, TN 37203

Phone: (615) 383-8420

Email: richard.sullivan@neel-schaffer.com



**APPENDIX 1 – HOURLY RATE SCHEDULE**  
**Aviation Professional Services - 2026**

<b>CLASSIFICATION</b>	<b>POSITION</b>	<b>HOURLY RATE</b>
<b>Professional Positions</b>		
P-8, P-9	Officer/Discipline Leader/Senior Engineer Manager/Survey Manager	\$ 100.00
P-7	Engineer Manager/Professional IV	\$ 88.10
P-6	Senior Project Manager/Professional III	\$ 79.10
P-5	Project Manager/Professional II	\$ 61.20
P-4	Professional I	\$ 53.70
P-1, P-2, P-3	Professional Intern	\$ 40.30
<b>Technicians</b>		
T-6	Senior Certified Engineering Technician	\$ 49.30
T-5	Certified Engineering Technician/Supervisory Technician	\$ 44.80
T-4	Technician IV/Inspector IV/Surveyor IV	\$ 40.30
T-3	Technician III/Inspector III/Survey Crew Chief	\$ 35.80
T-2	Technician II/Inspector II/Survey Instrument Person	\$ 31.30
T-1	Technician I/Inspector I/Survey Assistant	\$ 25.40
T-1	Student Intern	\$ 16.40
<b>Administration</b>		
A-4	Senior Administrative	\$ 35.80
A-3	Senior Clerical	\$ 32.80
A-2	Clerical	\$ 26.90
A-1	Assistant Clerical	\$ 22.40
<b>Survey Crews</b>		
	Three-Member Survey Party	\$ 82.10
	Two-Member Survey Party	\$ 61.20
	One-Member Survey Party	\$ 49.30
<b>DOT Approved Indirect Cost and FCCM Rates (Valid Thru June 30, 2026)</b>		<b>PERCENTAGE</b>
	Indirect Cost Rate	177.48%
	FCCM Rate	0.41%

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

"Administration" positions include graphic design and clerical.

\*Schedule will be updated on or about July 1 annually.



<b>REIMBURSEABLE EXPENSE SCHEDULE</b>	
<b>EXPENSE</b>	<b>COST</b>
Vehicle Mileage	\$0.70/mile
Vehicle Mileage (4-Wheel Drive)	\$0.75/mile

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost. Use State and Federal Rates for mileage, travel and subsistence where necessary and/or required.

\*Schedule will be updated on or about July 1 annually.



## APPENDIX 2 – CERTIFICATION OF ENGINEER

I, Richard Sullivan, PE, hereby certify that I am a duly authorized representative of Neel-Schaffer, Inc., at 210 25<sup>th</sup> Avenue North, Suite 800, Nashville, TN 37203. I certify that neither I nor Neel-Schaffer, Inc. has engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this certification:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

I acknowledge that the Owner may furnish this certification to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Agreement involving receipt of federal Grant-in-Aid funds such as those associated with the Airport Improvement Program (AIP) and is subject to applicable State and Federal laws, both criminal and civil.

Neel-Schaffer, Inc.

(typed or printed name of organization)

By:

  
(individual's signature)

Date:

December 31, 2025

(date signed)

Name:

Richard Sullivan, PE

(typed or printed)

Title:

Senior Vice President

(typed or printed)



### APPENDIX 3– MANDATORY FEDERAL CONTRACT PROVISIONS

The purpose of these Federal contract provisions is to establish a convenient resource for Airport Sponsors, herein referred to as “Sponsors”, that consolidates Federal contract provisions and clauses into one document. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP) and Infrastructure Investment and Jobs Act (IIJA) grant programs.

Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

For purposes of helping the Sponsor remain compliant with its obligations, the below listed provisions are included because they are required by FAA to be part of Professional Services contracts. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

Terminology in these provisions:

- a. The term “**Sponsor**” is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
- b. The term “**Owner**” of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
- c. For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.
- d. The term “**Contractor**” is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
- e. The term “**bid**” is understood to mean a bid, an offer, or a proposal.
- f. The term “**applicant**” is understood to mean the following in different contexts:
  - i. For the Equal Employment Opportunity (EEO) clause, the term “**applicant**” means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).
  - ii. For all other clauses, the term “**applicant**” means a bidder, offeror, or proposer for a contract.

## **A1. 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.

## **A2. 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.

## **A4. FAA General Civil Rights General Provisions**

A4.3.1. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

A4.3.2. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

## **A5. Civil Rights – Title VI Assurance**

### A5.3.1 Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act

of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

#### A5.4.1 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 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) including amendments thereto;
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and

private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

- 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).

#### A5.4.2. Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
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.

#### **A6. 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 §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

#### **A7. Contract Workhours and Safety Standards Act Requirements**

Applicability: This applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Mandatory Text:

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

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

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A10. Debarment and Suspension**

### A10.3.1 Bidder or Offeror Certification

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.

### A10.3.2 Lower Tier Contract Certification

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

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

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

## **A11. Disadvantaged Business Enterprise**

### A11.3.1 Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor's approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

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

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

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

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

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

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information requirements for negotiated procurements:**

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

**Bid Information submitted for Design-Build projects:**

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

**A11.3.2 Solicitation Language (Solicitations with No DBE Contract Goal)**

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the City of Crossville 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.

**A11.3.3 Prime Contracts (Contracts Covered by a DBE Program)**

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

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable

requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

**Prompt Payment (49 CFR § 26.29) –**

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

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

The prime contractor must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of the City of Crossville. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Crossville should not approve the prime contractor's

action. If required in a particular case as a matter of public necessity (e.g., safety), City of Crossville may provide a response period shorter than five days.

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

### **A12. 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **A13. 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 P.L. 115-232, § 889(f)(1).

### **A15. Federal Fair Labor Standards Act (Federal Minimum Wage)**

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

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

### **A16. Lobbying and Influencing Federal Employees**

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 31 U.S.C. § 1352. 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.

#### **A17. 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.

#### **A20. Seismic Safety**

##### A20.3.1. Professional Service Agreements for Design

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.

## **A21. Tax Delinquency and Felony Convictions**

### Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

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

### **Certifications**

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

## **A22. Termination of Contract**

### A22.3.1. 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.

#### A22.3.2. Termination for Cause (Professional Services)

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

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

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

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

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

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

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

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

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

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

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

### **A23. 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 § 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.

#### **A24. 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.

#### **A25. 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.

**A26. Prohibition of Covered Unmanned Aircraft Systems (UAS)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

**APPENDIX 4 – TDOT AERONAUTICS REQUIRED STATE CONTRACT PROVISIONS**

**Required State Contract Provisions**

For Obligated Sponsors and Airport Improvement Program Projects

**STANDARD TERMS AND CONDITIONS:**

Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Aeronautics Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

Please modify the highlighted fields accordingly based on the respective contract.

**CONTRACT CLAUSES:**

D.6. Conflicts of Interest. Engineer warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to City of Crossville in connection with any work contemplated or performed relative to this Contract.

D.7. Lobbying. The Engineer certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The [Engineer or Contractor] shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.10. Nondiscrimination. Engineer hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Engineer on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Engineer shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.12. Public Accountability. If the Engineer is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by Engineer on behalf of the State, Engineer agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Engineer shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. City of Crossville shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the Engineer, provide Engineer with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Engineer in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Engineer in relation to this Contract shall be approved by the State.

- D.15. Records. The Engineer and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Engineer and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Engineer's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Engineer shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Engineer shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Engineer shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.



## EXHIBIT A – AIRPORT PROJECT TYPES

The Owner intends to complete certain planning and development projects at the **Crossville Memorial-Whitson Field Airport**. The project types may include but not be limited to the following:

1. Land Acquisition
2. Exhibit A Property Map (New/Update)
3. Airport Master Plan / Airport Layout Plan (New/Update)
4. Airport Emergency Plans, Airport Certification Manuals, Airport Compliance Studies
5. Obstruction Evaluation – Airport Airspace Analysis (OE/AAA)
6. Runway Airspace Management (RAM) Tool Update
7. Pavement Management Plan/Pavement Assessment/Evaluation (PCI Study and/or ACR-PCR Determination)
8. Economic Development Planning
9. Environmental Assessment and Permitting
10. Terminal Buildings (New/Rehabilitation/Reconstruction)
11. Utility Installations
12. Access Roads and/or Parking Lots (New/Expansion/Rehabilitation/Reconstruction)
13. Access Road and/or Parking Lot Lighting (New/Rehabilitation/Reconstruction)
14. Electric Vehicle Charging Stations
15. Fuel Systems (New/Enhancement/Rehabilitation/Reconstruction)
16. Electric Aircraft Charging Stations
17. Weather Reporting Systems (AWOS/ASOS)
18. Hangars (Corporate/T-hangars)(New/Rehabilitation/Reconstruction)
19. Apron (New/Expansion/Strengthen/Maintenance/Rehabilitation/Reconstruction)
20. Taxiway (New/Extend/Strengthen/Widen/Maintenance/Rehabilitation/Reconstruction)
21. Runway (New/Extend/Strengthen/Widen/Maintenance/Rehabilitation/Reconstruction)
22. Helipad (New/Extend/Strengthen/Widen/Maintenance/Rehabilitation/Reconstruction)
23. Safety Area and/or Object Free Area Improvements (Runway/Taxiway)
24. Obstruction Clearing
25. Airfield Lighting and NAVAIDs (New/Rehabilitation/Reconstruction)
26. Security Fencing/Gates, Lighting, and Cameras
27. Wildlife Fencing/Gates (New/Rehabilitation/Reconstruction)
28. Equipment Acquisition (ARFF Vehicles/Equipment, Airport Maintenance Equipment, etc.)
29. Grant Administration
30. Construction Administration, Construction Observation (Resident Project Representative)
31. Any other miscellaneous work that the Owner may request that would be in the best interest of the airport planning and development program.



**EXHIBIT B – TASK ORDER FOR PROFESSIONAL SERVICES**  
**CITY OF CROSSVILLE**  
**CROSSVILLE MEMORIAL-WHITSON FIELD AIRPORT**  
**[PROJECT TITLE]**

TAD No. XXXXX  
(State Project/Grant No.)

3-47-XXXX-XXX-XXXX  
(FAA Grant Number)

XX-XX  
(Task Order Number)

In accordance with Paragraph 1.01, Master Agreement, of the Agreement between the **City of Crossville** (Owner) and **Neel-Schaffer, Inc.** (Engineer) for Professional Services dated **[MONTH DAY, YEAR]**, Owner and Engineer agree as follows:

**SECTION 1 – PROJECT DESCRIPTION**

The project titled ‘**[PROJECT TITLE]**’ at Crossville Memorial-Whitson Field Airport (CSV) in Crossville, Tennessee includes the following improvements:

**[DESCRIPTION OF THE PLANNED IMPROVEMENTS]**

**SECTION 2 – SCOPE OF SERVICES**

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Grant Applications Based on Bids Due:

Expected Construction Start:

Prior Studies, Reports, Plans:

Funding Sources:

Known Specific Project Limitations:

Specific Project Assumptions:

Other Pertinent Information:

**Services of Engineer (“Scope”).** The Basic Services to be provided or furnished by Engineer under this Task Order are generally listed as follows:

- a. Project/Grant Development
- b. DBE Plan Update
- c. ALP Update
- d. Geotechnical Investigation
- e. Design Survey
- f. Design
- g. Bidding
- h. Construction Administration
- i. Project/Grant Closeout
- j. [Any Others]

The Special Services to be provided or furnished by Engineer under this Task Order are generally listed as follows:

- a. Construction Observation (Resident Project Representative – RPR)
- b. Construction Quality Assurance (QA) Materials Testing
- c. Construction As-Built Survey
- d. [Any Others]

Additional Services: Services not expressly set forth as Basic Services or Special Services in Scope above are considered additional services (extra work). Owner will compensate Engineer for any additional services (extra work) in accordance with Paragraph 1.02 in the Master Agreement.

See attached Exhibit B-1 to this specific Task Order for a detailed description of Professional Services to be provided by Engineer related to the improvements described in Section 1.

**SECTION 3 –SCHEDULE**

Below is a Preliminary Milestone Schedule based on current available information provided by the Owner, TDOT, or FAA. This schedule may be modified as needed by Engineer to complete the project to meet the requirements of FAA and TDOT.

<b>Milestone Description</b>	<b>Target Date</b>
NEPA Determination	Month Day, Year
30% Design Submittal	Month Day, Year
60% Design Submittal	Month Day, Year
90% Design Submittal	Month Day, Year
Issued for Bid Submittal	Month Day, Year [TBD*]
Bid Opening	Month Day, Year [TBD*]
Grant Application Submittal	Month Day, Year [TBD*]
Issued for Construction Submittal	Month Day, Year [TBD*]
Construction Notice-to-Proceed	Month Day, Year [TBD*]

Construction Completion	Month Day, Year [TBD*]
-------------------------	------------------------

\*This date is dependent on availability of grant funding.

**SECTION 4 – ADDITIONS TO OWNER’S RESPONSIBILITIES**

Owner shall have those responsibilities set forth in Section 3 of the Master Agreement, and the following supplemental responsibilities that are specific to this Task Order: [List any supplementary Owner responsibilities applicable to this Task Order here. Otherwise, “none”]

**SECTION 5 – COMPENSATION**

The terms of payment are set forth in Section 2 of the Master Agreement. Owner will pay Engineer for services rendered under this specific Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	[\$ ]	[ ]
a. Task 1	[\$ ]	[ ]
b. Task 2	[\$ ]	[ ]
c. Task 3	[\$ ]	[ ]
d. Task 4	[\$ ]	[ ]
2. Special Services	[\$ ]	[ ]
a. Task 5*	[\$ ]	[ ]
b. Task 6*	[\$ ]	[ ]
<b>TOTAL COMPENSATION (items 1 and 2)</b>	<b>[\$ ]</b>	<b>[ ]</b>
3. Additional Services (amount unknown)	(N/A)	Cost + FF

\*Based on a [number]-day construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump Sum amounts and estimated totals included in the breakdown by tasks incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For Lump Sum items, Engineer may alter the distribution of compensation between individual tasks (line items) to be consistent with services actually rendered, but shall not exceed the total Lump Sum compensation amount unless approved in writing by the Owner.

**SECTION 6 – APPENDICES AND EXHIBITS**

The following Appendices and Exhibits are attached to and made a part of this Task Order, and unless otherwise stated are applicable to the Master Agreement:

- Appendix 1 – Hourly Rate Schedule
- Exhibit B-1 – Scope of Services
- Exhibit B-2 – Summary of Costs

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Master Agreement and its exhibits and appendices, which Master Agreement, exhibits, and appendices are incorporated by this reference.

By signing, the representatives of the Owner and Engineer certify having appropriate signatory authority within their respective organization.

**Owner:**

City of Crossville  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

**Engineer:**

Neel-Schaffer, Inc.  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)



## **EXHIBIT B-1**

### **SCOPE OF WORK FOR PROFESSIONAL SERVICES**

**CITY OF CROSSVILLE**

**CROSSVILLE MEMORIAL-WHITSON FIELD AIRPORT**

**[PROJECT TITLE]**

The purpose of this exhibit is to provide guidance related to the Scope of Work for Professional Services specific to the project titled “[PROJECT TITLE]” at Whitson Field Airport (CSV) in Crossville, Tennessee.

#### **SECTION 1 – PROJECT DESCRIPTION**

**[COPY/PASTE PROJECT DESCRIPTION FROM SECTION 1 in EXHIBIT B – TASK ORDER]**

#### **SECTION 2 – DESIGN & CONSTRUCTION STANDARDS**

The Engineer anticipates following the current versions of the following design and construction standards for assigned scope of work on the project:

**[LIST OF APPLICABLE DESIGN AND CONSTRUCTION STANDARDS HERE]**

#### **SECTION 3 – SCOPE OF WORK**

##### **BASIC SERVICES**

**[LIST BASIC SERVICES HERE]**

##### **SPECIAL SERVICES**

**[LIST SPECIAL SERVICES HERE]**

##### **ADDITIONAL SERVICES**

The following items are not included under this agreement, but will be considered as Additional Services upon written request by the Owner in accordance with Paragraph 1.02 in the Master Agreement:

**[LIST ADDITIONAL SERVICES HERE]**

DIRECT SALARY COST	[Task Description] Task 1.0		[Task Description] Task 2.0		[Task Description] Task 3.0		[Task Description] Task 4.0		[Task Description] Task 5.0		[Task Description] Task 6.0	
	Classification	Rate (\$/Hr.)	Hours	Cost								
P-9/P-8	\$	100.00		\$		\$		\$		\$		\$
P-7	\$	88.10		\$		\$		\$		\$		\$
P-6	\$	79.10		\$		\$		\$		\$		\$
P-5	\$	61.20		\$		\$		\$		\$		\$
P-4	\$	53.70		\$		\$		\$		\$		\$
P-1/P-2/P-3	\$	40.30		\$		\$		\$		\$		\$
T-5	\$	44.80		\$		\$		\$		\$		\$
T-2	\$	31.30		\$		\$		\$		\$		\$
A-3	\$	32.80		\$		\$		\$		\$		\$
A-1	\$	22.40		\$		\$		\$		\$		\$
2-Man Survey Party	\$	61.20		\$		\$		\$		\$		\$
<b>Subtotal: SALARY</b>	\$		\$		\$		\$		\$		\$	
<b>OVERHEAD ON DIRECT SALARY</b>	\$		\$		\$		\$		\$		\$	
(177.48%)												
<b>DIRECT NON-SALARY EXPENSES</b>												
Vehicle Mileage	\$		\$		\$		\$		\$		\$	
Vehicle Mileage (4-Wheel Drive)	\$		\$		\$		\$		\$		\$	
Per Diem (Day Trip)	\$		\$		\$		\$		\$		\$	
Per Diem (Overnight Trip)	\$		\$		\$		\$		\$		\$	
Reproduction / printing	\$		\$		\$		\$		\$		\$	
Postage and overnight mail	\$		\$		\$		\$		\$		\$	
Supplies / equipment rental	\$		\$		\$		\$		\$		\$	
<b>Subtotal: DIRECT NON-SALARY EXPENSES</b>	\$		\$		\$		\$		\$		\$	
<b>Subtotal: SALARIES &amp; OVERHEAD ON DIRECT SALARIES</b>												
<b>PROFIT</b>	\$		\$		\$		\$		\$		\$	
<b>DIRECT SUBCONSULTANT EXPENSES</b>												
Administration Fee 10%	\$		\$		\$		\$		\$		\$	
<b>Subtotal: DIRECT SUBCONSULTANTS</b>	\$		\$		\$		\$		\$		\$	
<b>FCCM SALARIES 0.41%</b>	\$		\$		\$		\$		\$		\$	
<b>TOTAL:</b>	\$		\$		\$		\$		\$		\$	

**TOTAL COSTS (BASIC SERVICES): \$**

Crossville Memorial-Whitson Field Airport EXHIBIT "B-2" SUMMARY OF COSTS (SPECIAL SERVICES)  
 [PROJECT TITLE]

DIRECT SALARY COST	[Task Description] Task 7.0		[Task Description] Task 8.0		[Task Description] Task 9.0		[Task Description] Task 10.0	
	Classification	Rate (\$/Hr.)	Hours	Cost	Hours	Cost	Hours	Cost
	P-9/P-8	\$ 100.00		\$ -		\$ -		\$ -
	P-7	\$ 88.10		\$ -		\$ -		\$ -
	P-6	\$ 79.10		\$ -		\$ -		\$ -
	P-5	\$ 61.20		\$ -		\$ -		\$ -
	P-4	\$ 53.70		\$ -		\$ -		\$ -
	P-1/P-2/P-3	\$ 40.30		\$ -		\$ -		\$ -
	T-5	\$ 44.80		\$ -		\$ -		\$ -
	T-2	\$ 31.30		\$ -		\$ -		\$ -
	A-3	\$ 32.80		\$ -		\$ -		\$ -
	A-1	\$ 22.40		\$ -		\$ -		\$ -
	2-Man Survey Party	\$ 61.20		\$ -		\$ -		\$ -
	<b>Subtotal: SALARY</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>OVERHEAD ON DIRECT SALARY</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>(177.48%)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DIRECT NON-SALARY EXPENSES</b>								
	Vehicle Mileage		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Vehicle Mileage (4-Wheel Drive)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Per Diem (Day Trip)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Per Diem (Overnight Trip)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Reproduction / printing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Postage and overnight mail		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Supplies / equipment rental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal: DIRECT NON-SALARY</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>EXPENSES</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal: SALARIES &amp; OVERHEAD ON</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>DIRECT SALARIES</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>FIXED FEE</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DIRECT SUBCONSULTANT EXPENSES</b>								
	Administration Fee	10%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal: DIRECT SUBCONSULTANTS</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>FCCM SALARIES</b>	<b>0.41%</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL:</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**TOTAL COSTS (SPECIAL SERVICES): \$ -**



**EXHIBIT C – AMENDMENT TO MASTER AGREEMENT**

**AMENDMENT TO MASTER AGREEMENT**

Amendment No. **[Enter Amendment Number]**

Owner: **City of Crossville**

Engineer: **Neel-Schaffer, Inc.**

Effective Date of Agreement: **[Effective Date of Master Agreement-Latest Date Signed]**

Nature of Amendment: (Check those that apply)

- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to term of Master Agreement
- Modifications to other terms and conditions of the Master Agreement

Description of Modifications:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]**

Owner and Engineer hereby agree to modify the above-referenced Master Agreement as set forth in this Amendment. By signing, the representatives of the Owner and Engineer certify having appropriate signatory authority within their respective organization.

**Owner**

City of Crossville  
\_\_\_\_\_  
(typed or printed name of organization)

**Engineer**

Neel-Schaffer, Inc.  
\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)



## **EXHIBIT D – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER**

### **SECTION 1 – RESIDENT PROJECT REPRESENTATIVE SERVICES**

Section 1 of the Master Agreement, Services of Engineer, and Exhibit A – Airport Project Types, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

#### **1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation unless otherwise specified in the duly executed Task Order for the Specific Project.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms related to construction phase services set forth in Task Order Exhibit B-1 are applicable.

#### **1.02 Duties and Responsibilities of RPR**

- A. The duties and responsibilities of the RPR are as follows:
  1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
  - i. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - ii. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - iii. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals:
  - i. Receive Samples that are furnished at the Site by Contractor.
  - ii. Receive Contractor-approved Shop Drawings.
  - iii. Receive other Submittals from Contractor.
  - iv. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
  - v. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
  - vi. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together

with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work:

- i. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- ii. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- iii. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups:

- i. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- ii. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- iii. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- iv. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- v. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- vi. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records:

- i. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- ii. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data

relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- iii. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- iv. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- v. Maintain records for use in preparing Project documentation.
- vi. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports:

- i. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- ii. Draft responses to or make recommendations on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- iii. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- iv. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- i. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the

issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- ii. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- iii. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning:
  1. Partial acceptance for a useable unit or portion of the work, and/or
  2. Final acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

### 1.03 Limitations of Authority

#### A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



**EXHIBIT E – EXAMPLE NOTICE OF ACCEPTABILITY OF WORK**

*The Engineer may choose to use a different form/letter to provide notice of acceptability of work to the Contractor for a specific Task Order. Below is an example of a notice that may be used for Work completed by a Contractor in association with a Task Order:*

**NOTICE OF ACCEPTABILITY OF WORK**

Owner:	City of Crossville	Owner’s Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer’s Project No.:	
Contractor:		Contractor’s Project No.:	
Project:			
Contract Name:			
Notice Date:		Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Task Order, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Task Order.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work

thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

**Engineer:**

\_\_\_\_\_  
Neel-Schaffer, Inc.  
(name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)