



**Springfield-Branson**  
**NATIONAL AIRPORT**

2300 n airport blvd ste 100  
springfield missouri 65802  
p 417.868.0500 f 417.868.0501

General Aviation Terminal Remodel and Expansion

**Request for Qualification ADDENDUM #1**

**April 19, 2022**

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**Request for Qualifications (also referred to as RFQ) for Construction Manager At Risk (CMAR) Services for the General Aviation Terminal Remodel and Expansion**

The following described changes, corrections, clarifications, deletions, and additions for the Request for Qualifications.

Addition to RFQ:

1. The shortlisted firms may attend a guided site visit on **May 5, 2022**, at 9:30 a.m. Central Time.
2. The Phase II submittals for the shortlisted firms shall be due on **May 9, 2022**, by 3 p.m. Central Time.
3. The City will read aloud the names of the Phase II submittal firms on **May 9, 2022** at 3:30 p.m. Central Time via [ZOOM](#)
4. A Sample Contract with the City's terms and conditions is attached.

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONSTRUCTION MANAGER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) AIRPORT BOARD	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
( X ) NEW CONTRACT		( ) RENEWAL OF CONTRACT NO.	
CITY		CONSTRUCTION MANAGER	
CITY OF SPRINGFIELD BY AND THROUGH THE AIRPORT BOARD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802		Name:	
		Address:	
Attention: <b>David Schaumburg</b>		Attention:	
Department: <b>Airport</b>		Phone:	Fax: (=
Phone: (417) 868-0500	Fax: (417) 868-0501		

### SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Springfield desires to engage the Construction Manager to render certain technical and professional services hereafter described in connection with a project more particularly described in **Exhibit A**; and

WHEREAS, the Construction Manager made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Construction Manager as follows:

1. **Services.** The City agrees to engage the services of the Construction Manager and the Construction Manager agrees to perform the services hereinafter set forth in connection with projects described in **Exhibit A** in accordance with the standard of care, skill and expertise ordinarily used by other members of Construction Manager's profession in performing similar services.

2. **Addition to Services.** The City may add to the Construction Manager services or delete therefrom activities of a similar nature to those set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 6 hereof. The Construction Manager shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Manager and shall be accepted and countersigned by the Construction Manager.

3. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Construction Manager without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel.** The Construction Manager represents that Construction Manager will secure at Construction Manager's own expense, all personnel required to perform the services called for under this contract by Construction Manager. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Construction Manager. All of the services required hereunder will be performed by the Construction Manager or under Construction Manager's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The services of the Construction Manager shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit A**.

6. **Costs not to Exceed.** The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Construction Manager providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Construction Manager shall notify the City if Construction Manager anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Construction Manager shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

a. **Conditioned upon acceptable performance.** Provided Construction Manager performs the services in the manner set forth in paragraph 1 hereof, the City agrees to pay the Construction Manager in accordance with the terms set forth in **Exhibit A**, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Construction Manager for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Construction Manager under the terms of this contract exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Construction Manager to fulfill Construction Manager's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Construction Manager by one of three different means: Facsimile Transmission ("FAX") if Construction Manager has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Construction Manager; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Construction Manager or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Construction Manager under this contract shall at the option of the City become its property, and the Construction Manager shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Construction Manager shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Construction Manager.

b. **Termination for Convenience.** The City shall have the right at anytime by written notice to Construction Manager to terminate and cancel this contract, without cause, for the convenience of the City, and Construction Manager shall immediately stop work. In such event City shall not be liable to Construction Manager except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Construction Manager for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Construction Manager.

c. **Failure to Accept the Guaranteed Maximum Price (GMP) Proposal (to be completed by Construction Manager in the Scope of Services in Exhibit A).** If City elects to proceed with construction under GMP, City shall formally accept the GMP Proposal

in writing on or before the date specified in the GMP Proposal. If the City fails to accept the GMP Proposal on or before the date specified in the date therein, City shall have the right to terminate the contract and Construction Manager shall be entitled to receive just and equitable compensation for any satisfactory professional services completed prior to and including the creation of the GMP Proposal.

If City formally rejects the GMP Proposal in writing, the City shall have right to: 1) Negotiate and suggest revisions to the GMP. If City-suggested revisions are acceptable to Construction Manager then Construction Manager shall provide formal written acceptance of GMP revisions and project shall proceed to construction under GMP; or 2) terminate the contract and Construction Manager shall be entitled to receive just and equitable compensation for any satisfactory professional services completed prior to and including the creation of the GMP Proposal.

9. **Conflicts.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. Construction Manager covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Construction Manager further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Construction Manager shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Construction Manager from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Construction Manager under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Construction Manager without prior written approval of the City.

12. **Discrimination.** The Construction Manager agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Construction Manager or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. **This Construction Manager and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime Construction Managers and subcontractors to employ and advance in employment qualified protected veterans.**

b. **This Construction Manager and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Construction Managers and subcontractors to employ and advance in employment qualified individuals with disabilities.**

13. **Occupational License:** The Construction Manager shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Construction Manager. No contract will be executed by the City until this occupational license has been obtained.

14. **Compliance with Laws.** Construction Manager agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Construction Manager affirmatively states that payment of all local, state, and federal taxes and assessments owed by Construction Manager is current.

15. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Construction Manager is associated with a business entity, Construction Manager shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Construction Manager must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

16. **Certificate of Compliance with 34.600 RSMo (Anti-Discrimination Against Israel Act).** That pursuant to Missouri Revised Statute Sections 34.600 et., seq., a contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo 34.600 et., seq., that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or for contractors with fewer than ten employees.

17. **Nonresident/Foreign Construction Managers.** The Construction Manager shall procure and maintain during the life of this contract:

a. If the Construction Manager is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

18. **General Independent Construction Manager Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Construction Manager will be an independent Construction Manager and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Construction Manager will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Construction Manager's activities and responsibilities hereunder. The Construction Manager agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Construction Manager and the City, and the City will not be liable for any obligation incurred by the Construction Manager, including but not limited to unpaid minimum wages and/or overtime premiums.

19. **City Benefits.** The Construction Manager shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

20. **Liability and Indemnity.** The parties mutually agree to the following:

a. In no event shall the City be liable to the Construction Manager for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Construction Manager shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Construction Manager arising out of or in any way connected with this contract.

c. The Construction Manager shall indemnify and hold the city harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

21. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

22. **Insurance Requirements.** Without limiting any of the other obligations or liabilities of the Construction Manager, the Construction Manager shall secure and maintain at its own cost and expense, throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the Construction Manager to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Construction Manager to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Construction Manager and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Springfield-Branson National Airport, 2300 N. Airport Blvd., Suite 100, Springfield, MO 65802

a. **Workers' Compensation.** Statutory coverage per RSMo 287.010 et seq.

**Employer's Liability**.....\$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Products and Completed Operations. Such coverage shall apply on an "Occurrence Form Basis" with limits of at least Three Million Dollars and no/100 (\$3,000,000) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Eight Hundred Ninety-Three Dollars and no/100 (\$459,893) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least Three Million Dollars and no/100 (\$3,000,000) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Eight Hundred Ninety-Three Dollars and no/100 (\$459,893) to any one owner with respect to damages to property. Construction Manager agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney fees of Construction Manager, its employees, officers or agents. Construction Manager agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance.** This insurance shall cover bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Dollars and no/100 (\$3,000,000) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Eight Hundred Ninety-Three Dollars and no/100 (\$459,893) with respect to injuries and/or death of any one person in a single occurrence.

d. **Professional Liability Insurance** in the amount not less than \$1,000,000 and its terms shall be subject to the approval of Springfield. This policy shall remain in full force and effect for a period of one year after completion and acceptance by Springfield of the construction of the project.

e. **Subcontracts.** In case any or all of this work is sublet, the Construction Manager shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Construction Manager shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. **Notice.** The Construction Manager and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

**g. Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 R.S.Mo. is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Construction Manager, upon 10 days written notice, to execute a contract addendum whereby the Construction Manager agrees to provide, at a price not exceeding Construction Manager's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

**23. Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Construction Manager at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

**24. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**25. Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Construction Manager all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

**26. Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

\_\_\_\_\_  
Director of Finance or Acting Director

**APPROVED AS TO FORM**

\_\_\_\_\_  
Joy Latimer, Assistant City Attorney

**CONSTRUCTION MANAGER**

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

Name & Title: \_\_\_\_\_

**CITY OF SPRINGFIELD, MISSOURI  
by and Through The Airport Board**

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

Airport Board Chair

Attest:

\_\_\_\_\_  
Airport Board Secretary

