University of Missouri System

«ProcessFields_MasterCommitmentDate»

«MasterCommitment_Number» - «ProcessFields_MasterCommitmentTitle»
«ProcessFields_FullCampusName»

Enclosed is your General Consulting Agreement between Owner and Consultant in connection with the above project. Please electronically sign in the University's project management software. An executed copy will be returned to you via email.

For your convenience, the updated version of the UM Consultant Procedures and Design Guidelines is available at: https://www.umsystem.edu/ums/fa/facilities/guidelines/

When submitting your agreement, you will be required to confirm you have included certificates of insurance or copies of your insurance policies verifying you are covered by:

1. Comprehensive General Liability (CGL)
   A CGL policy listing "The officers, employees, and agents of The Curators of the University of Missouri" as additional insured in the amounts stated in 5.2.1.
2. Auto Liability showing Any Auto OR Hired, Owned, and Non-Owned coverage in the amounts stated in 5.2.2.
3. Professional Liability in the amounts stated in 5.2.3.
4. Worker's Compensation (employer's liability) in the amounts stated in 5.2.4.

The certificates must state, or the policies must be endorsed to read coverage will not be canceled or altered until after the Owner has received 10 days prior written notice.

Forward all correspondence on this project to «ProcessFields_ProjectManager», as Project Manager. All work and changes to the original written project scope must be approved and authorized by the Project Manager. Other work performed by the Consultant will not be funded.

Please submit invoices for this project using the UM System Construction Management Software.

All payment requests for professional services should be forwarded directly to the Project Manager.

UNIVERSITY OF MISSOURI
GENERAL CONSULTING AGREEMENT

«ProcessFields_MasterCommitmentTitle» «MasterCommitment_Number»
«ProcessFields_FullCampusName»

This Agreement is made this «Processfields_Mastercommitmentdate» day of «ProcessFields_MasterCommitmentDate» in the year «Processfields_Mastercommitmentdate», by and between The Curators of the University of Missouri ("Owner" or "University") and «Company_Name» ("Consultant"). (The Owner and the Consultant may be individually referred to herein as a "Party" or jointly as the "Parties.")

1. SCOPE OF SERVICES

1.1. The Consultant shall furnish to the Owner the following professional consulting services:

«ProcessFields_MasterCommitmentScopeofWor»

2. TERM OF AGREEMENT

2.1. The Consultant shall complete all services required by this Agreement no later than:

«ProcessFields_CompletedbyDate»

2.2. This Agreement shall commence upon final execution of the Agreement and shall expire upon completion of all services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

3.1. Basic Rate. The Owner will compensate the Consultant for services performed under this Agreement as follows ("Basic Rate"):

Not-to-Exceed amount of «MasterCommitment_OriginalContractValue», including reimbursables as described in Exhibit GCA-A. Individual lump sum work authorizations will be issued for project specific scope.

3.2. Expenses. This agreement will follow «ProcessFields_32Expenses».

3.2.1 The Basic Rate shall include the cost of all expenses required to provide the services described in this Agreement (including, but not limited, to expenses for telephone, e-mail, and computer services, mileage, airfare, meals, lodging, and other travel costs, printing or photocopying and/or expenses of a similar nature). The Consultant will not be reimbursed for any additional expenses above the Basic Rate for Consultant's services under this Agreement.

OR

3.2.2 The Consultant shall be reimbursed for those expenses required to provide services under this Agreement set forth in Exhibit A to this Agreement. The Consultant will not be paid for any expenses not identified in Exhibit A. Reimbursable expenses approved by the Owner shall be reimbursed for the actual cost, without overhead and markup. The Owner will pay the Consultant for any approved reimbursable expenses within thirty (30) days following submission of a proper invoice and necessary receipts by the Consultant in accordance with section 3.5 of this Agreement.

3.3. Taxes. The Basic Rate stated herein shall include all applicable taxes. No additional compensation will be allowed due to Consultant's failure to include such taxes or as the result of a change in Consultant's tax liabilities.

3.4. Additional Services. If changes in the scope of the Consultant's services, as described in this Agreement, are directed by the Owner's Representative, the Consultant may be entitled to additional compensation above the Basic Rate. The Consultant shall make all requests for compensation for additional services in writing to the Owner before performing such services. If the Owner and the Consultant agree that additional compensation is owed to the Consultant for such additional services, this Agreement will be amended in writing to reflect that agreement. Additional services shall be billed by the Consultant at the hourly rates set forth in Exhibit A to this Agreement, unless otherwise approved by the Owner.

3.5. Payment and Invoicing. The Owner shall make payments to the Consultant monthly, or on a lump sum basis in accordance with the schedule set forth below, upon submission of proper invoices by the Consultant. The Consultant shall prepare all invoices in the form requested by the Owner. Invoices based on a time and material fee shall include detailed time entries reflecting work performed by the Consultant, and invoices based on a stipulated sum or fixed fee shall include a summary of significant milestones or work performed by the Consultant for which payment is sought. The Owner shall pay the Consultant within thirty (30) days following the receipt of a proper invoice. If an invoice is incorrect, lacking appropriate documentation of work performed, or otherwise improper under the terms of this Agreement, the Owner will notify the Consultant within a reasonable period of time upon discovering the error. The Owner shall pay the Consultant within thirty (30) days of receipt of a corrected invoice. Invoices shall be deemed received by the Owner when uploaded as set forth herein.

Payment Schedule:

«ProcessFields_PaymentSchedule»

3.6. Subconsultant Payments. The Consultant shall pay all Subconsultants, Subcontractors, and others for all supplies and services used by the Consultant for this Agreement, within fifteen (15) days of receipt of payment from the Owner.

4. NOTIFICATION

4.1 The Consultant will send all notifications, documents, and project correspondence to the Owner as follows:

«ProcessFields_ProjectManager», Project Manager, «ProcessFields_PMMailingAddress», «ProcessFields_PMMailingCity», «ProcessFields_PMMailingState» «ProcessFields_PMMailingZipCode»

All payment requests will be uploaded to:

University of Missouri Unity Construct

4.2 The Owner will send all notifications and project correspondence to the Consultant as follows:

«ProcessFields_NameofConsultantsRepresent», «ProcessFields_CompanyAddress», «ProcessFields_CompanyCity», «ProcessFields_CompanyState» «ProcessFields_CompanyZipCode»

5. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

5.1 Liability. The Consultant agrees to indemnify and save harmless The Curators of the University of Missouri and their officers, agents, employees, and volunteers, from and against all loss or expense from any injury or damages to property arising out of the negligent acts, errors, or omissions of the Consultant in the performance of the work required by this Agreement. To the extent a claim, damage, loss, liability, or expense is determined to have been caused by the negligent acts, errors, or omissions of Consultant, Consultant shall reimburse Owner for the reasonable attorneys' fees, costs, and expenses attributable to such negligence as

finally determined by settlement, judgment, arbitration award, or other resolution of the claim. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

5.2 Insurance. The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below. The Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner.

5.2.1 Commercial General Liability. Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Subconsultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by the Consultant or Subconsultant. The amount of the insurance shall not be less than a minimum of $1,000,000 combined single limit, per occurrence and $2,000,000 general aggregate, for both bodily injury and property damage combined.

5.2.2 Automobile Liability. Comprehensive Automobile Liability coverage will be provided by the Consultant and include coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is $1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.

5.2.3 Professional Liability. The Consultant shall provide and maintain Professional Liability Insurance, in a claims made form, to cover claims arising out of the negligent acts, errors and omissions by the Consultant, its Subconsultant, or anyone directly or indirectly employed by them. The coverage provided shall not be less than $1,000,000 per claim/$1,000,000 aggregate or the value noted on Exhibit A. The Consultant shall maintain such Professional Liability coverage from the date of this Contract and for a period of ten (10) years after the date of Final Completion.

5.2.4 Worker's Compensation/Employer's Liability. The Consultant shall provide Worker's Compensation Insurance for all the Consultant's employees at the site of the project, and in case any work is sublet, the Consultant shall require any Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. This coverage shall comply in all respects with the requirements of the statutes of the State of Missouri. Coverage B: Employer's Liability, in a limit no less than $500,000 for each of the three coverages listed for Employer's Liability.

5.2.5 All insurance coverages procured by the Consultant shall be provided by agencies and insurance companies acceptable to and approved by the Owner. All coverages should be provided by insurance companies that are licensed to do business in the State of Missouri as an admitted carrier, except that the Professional Liability Insurance required herein may be provided by any insurance company legally authorized to do business in the State of Missouri. The form and content of all insurance coverage provided by the Contractor are subject to the approval of the Owner. All required coverages shall be obtained and paid for by the Consultant.

5.2.6 The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the Commercial General Liability, umbrella/excess and Automobile Liability polices required herein. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the inception date of the contract between the Consultant and the University. The Consultant is required to maintain coverages as stated and required to notify the University of a carrier change or cancellation within two (2) business days.

The Consultant shall provide a copy of the policy to the University upon request. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract. Neither the requirement for Additional Insured status nor any of the Consultant's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by The Curators of the University of Missouri, the Board of Curators of the University of Missouri, or any of its officers, employees or agents. The Consultant shall request that its insurer(s) include the disclaimer contained in the preceding sentence in any insurance policy, rider or endorsement issued pursuant to this Additional Insured requirement.

5.2.7 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Owner does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of the Agreement. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subconsultants, the University shall have the right to cancel and terminate the contract without notice. Alternatively, if the Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

6 TERMS AND CONDITIONS

6.1 Assignment and Subcontracting. The Consultant shall not assign or transfer this Agreement nor subcontract any portion of the work required herein without the prior written approval of the Owner.

6.2 Termination of Agreement. The Owner may terminate this Agreement at any time, with or without cause, by providing notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all work in connection with the performance of this Agreement. Payment shall be made for authorized services completed up to the date of the termination notice. Notice of termination shall be hand delivered to the Consultant or mailed to the Consultant's last known address by registered mail. If notice is so mailed, it shall be deemed delivered within forty-eight (48) hours after it is postmarked.

6.3 Patents.

6.3.1 The Consultant shall hold and save harmless the Owner and its officers, agents, servants, and employees from liability of any nature or kind, including cost and expense, for or on account of infringement or use of any patented or unpatented invention, process, or article in the performance of this Agreement, including its use by the Owner.

6.3.2 Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall furnish the Owner with complete information with respect thereto and the Owner will have the sole power to determine whether or where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such patent application.

6.4 Copyright. The Owner will have the sole power to determine whether or not a copyright application will be filed for any published report or other document that results from the work performed under this Agreement.

The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such copyright application.

6.5 Ownership of Documents. All final documentation associated with the services performed by Consultant under this Agreement (reports, studies, etc.) will become the property of the Owner whether or not the project is completed.

6.6 Examination of Records. The Owner, and any parties it deems necessary, shall have access to and the right to examine any accounting records of the Consultant involving transactions and work related to this Agreement until the expiration of five (5) years after final payment hereunder.

6.7 Conflict of Interest.

6.7.1 The Consultant shall not hire any officer or employee of the Owner to perform any service covered by this Agreement. If the work is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

6.7.2 The Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interests and the Consultant's services under this Agreement, and in the event of change in either the Consultant's private interests or service under this Agreement, the Consultant will raise with the Owner any question regarding possible conflict of interest which may arise as a result of such change.

6.8 Independent Contractor. The Consultant is an independent contractor and shall not act as an agent for the University, nor shall the Consultant be deemed to be an employee of the University for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the University's behalf or commit the University in any manner.

6.9 Non-Discrimination. In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.

6.10 Applicable Federal and State Laws and Regulations. The University serves from time to time as a contractor for and/or receives grant funding from the United States government and/or State of Missouri. Accordingly, the Contractor shall comply with all applicable state and federal laws, rules, regulations, and executive orders applicable to subcontractors of government contractors or to contractors of grant recipients, including those relating to non-discrimination, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances are incorporated herein by reference.

6.11 Certifications.

6.11.1 Suspension and Debarment. The Consultant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

6.11.2 No Boycott. If this agreement is for $100,000 or more, and if the Consultant is a company with ten (10) or more employees, then Consultant certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this contract. In this paragraph, the

terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

6.11.3 Work Authorization. The Consultant and all subconsultants performing work under this Agreement shall enroll and participate in a federal work authorization program operated by the United States Department of Homeland Security, E-Verify or an equivalent federal work authorization program, to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. By executing a contract with The Curators of the University of Missouri, the Consultant shall affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The Consultant shall maintain documentation of its participation in a federal work authorization program and make such documentation available to the University upon request.

6.12 Applicable Law. This Agreement shall be governed by the laws of the State of Missouri. All applicable provisions required by law shall be deemed to be incorporated herein.

6.13 Jurisdiction and Venue. The Consultant and Owner each agree that the State of Missouri Circuit Court for Boone County, Missouri shall have exclusive jurisdiction to resolve all claims and any issue and disputes between Consultant and Owner. The Consultant agrees that it shall not file any petition, complaint, lawsuit or legal proceeding against Owner in any other court other than the State of Missouri Circuit Court for Boone County, Missouri.

6.14 Entire Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

[SIGNATURE PAGE FOLLOWS]

CONSULTANT	THE CURATORS OF THE UNIVERSITY OF MISSOURI
_____	_____
Authorized Signer	**Contracting Officer**

EXHIBIT A
GENERAL CONSULTING AGREEMENT
CONSULTANT'S HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

DATE: «ProcessFields_MasterCommitmentDate»

PROJECT: «ProcessFields_MasterCommitmentTitle»

PROJECT NO.: «MasterCommitment_Number»

PROJECT COORDINATOR(S): «ProcessFields_ProjectManager»

CONSULTANT: «Company_Name»

Consultant's Hourly Rate Schedule:

Firm Name	Title	Hourly Rate
«Tablestart:EXHIBIT_B__CONSULTANTS_HOURLY»«EXHIBIT_B__CONSULTANT»	«Processdynamicgrid_EXHIBIT_B__CONSULTANT»	«PROCESSDYNAMICGRID_EXHIBIT_B__CONSULTANT» «TableEnd:EXHIBIT_B»

Consultant's Reimbursable Expenses:

The following expenses have been authorized for reimbursement to the Consultant for the Project identified above:

Telephone Calls, Deliveries & Faxes:
Telephone calls, deliveries and faxes are reimbursed at actual cost. Invoice should include phone number called and cost.
Reimbursable: «ProcessFields_TelephoneCallsDeliveriesFa»

Mileage:
The use of a vehicle for UM business is reimbursed at current IRS rate. The request for payment should specify the date of travel, the traveler's names, departure and destination points, and the purpose of the trip (prebid, review meeting, etc.)
Reimbursable: «ProcessFields_Mileage»

Other Travel Costs:
Airfare, Car Rental, Taxis and Parking are reimbursed at actual cost. The request for payment should include the receipt, the name of the traveler, the date of travel, and the departure and destination points. Use lowest airfare available. Take advantage of discounts through advance booking when appropriate. Rental cars will be the least expensive, air-conditioned, automatic, midsize car available.
Reimbursable: «ProcessFields_OtherTravelCosts»

Meals:
Meals are reimbursed at actual cost (including taxes and tips) up to the following maximum per person; $42 per day. Alcoholic beverages are not reimbursable. Meal receipts are required if any one item exceeds $75 (Example: Lunch for eight people totaling $77 requires a receipt even though the per person cost is within the meal maximum.) The date and name(s) of the recipient(s) should be included in the request for payment for all meals with more than one person on the ticket.
Reimbursable: «ProcessFields_Meals»

Lodging:
Lodging is reimbursed at actual cost (including tax) at the rate of a single occupancy only. Receipts and the name of the lodger should accompany the request for payment. If a single occupancy rate is not used, an explanation must be provided. You may use

University rate discounts when working on University projects, please contact the Project Manager.
Reimbursable: «ProcessFields_Lodging»

Miscellaneous Photocopying or Printing:
Printing and photocopying of reports and reviews are reimbursed at actual cost. Receipts including dates should be submitted with the request for payment. Invoice should include number of copies and cost per copy.
Reimbursable: «ProcessFields_MiscPhotocopyingorPrinting»

Renderings, Models, Video or Booklets:
Reimbursed at actual cost. All items require Project Manager approval.
Reimbursable: «ProcessFields_RenderingsModelsVideoorBoo»