

Airport Name: Columbia Regional Airport
Project No.: AIR 136-
County: Boone

**STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT
(Revision 01/01/11)**

THIS AGREEMENT is entered into by Burns & McDonnell Engineering Company, Inc. (hereinafter the "Consultant"), and the City of Columbia, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Columbia Regional Airport.

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT.

WHEREAS, while the Sponsor intends to accomplish a project at the Columbia Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 20(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 20(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (11) of this Agreement.

(G) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(H) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(I) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities, which supply only materials or supplies to the Consultant.

(J) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(K) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(L) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other

things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental,

planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the

Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Engineering Surveys and Services	1113 Fay St. Columbia, MO. 65201	Surveys and Geotechnical Investigation
Connico Incorporated	2940 Hebron Park Drive, Suite 209 Hebron, KY 41049	Cost Estimating

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such

subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (8), entitled "Fees and Payments".

(F) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds \$25,000. Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(8) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$165,186.**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts.

The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 8(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the

Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(9) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either

party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (8)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or

damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with Autocad 2019 (or compatible version) (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the

Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor 's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally

delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or stopped by the claims procedure in paragraphs 12 (C) and (D).

(F) Notwithstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(13) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(14) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and MoDOT from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as

long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(15) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph (15) shall be written by a company, which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(16) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by supplemental agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(17) MISSOURI NONDISCRIMINATION CLAUSE: The Consultant shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Consultant shall also comply with all state and federal statutes applicable to Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(18) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Boone County, Missouri. The parties agree that this Agreement is entered into at Columbia,

Missouri and substantial elements of its performance will take place or be delivered at Columbia, Missouri, by reason of which the Consultant consents to venue of any action against it in Boone County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(19) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor and MoDOT, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(20) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Stacey Button, Director of Economic Development		
SPONSOR'S NAME	City of Columbia, Missouri		
SPONSOR'S ADDRESS	P.O. Box 6015 Columbia, Missouri 65205		
PHONE	573-441-5542	FAX	
E-MAIL ADDRESS	Stacey.Button@CoMo.gov		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a

written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	David G. Hadel, Principal in Charge		
CONSULTANT'S NAME	Burns & McDonnell Engineering Company, Inc.		
CONSULTANT'S ADDRESS	9400 Ward Parkway Kansas City, Missouri 64114		
PHONE	816-822-3378	FAX	816-822-3514
E-MAIL ADDRESS	dhadel@burnsmcd.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(21) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(22) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(23) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(24) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(25) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are \$25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(26) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

(27) ENTIRE AGREEMENT:

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

CITY OF COLUMBIA, MISSOURI

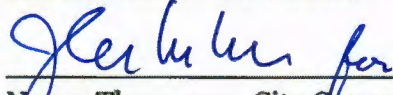
By: _____
John Glascock, Interim City Manager

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:




Nancy Thompson, City Counselor/JKM
9/20/19

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 55416288 604990 AP140, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

Burns & McDonnell Engineering Company, Inc.

By: 

David G. Hadel
Manager, Aviation Services

Date: 9-18-17

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

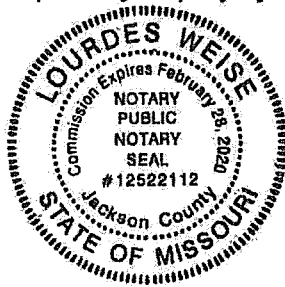
Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

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

Documentation of participation in a federal work authorization program is attached to this affidavit.

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



Kathy Newman

Affiant

Kathy Newman

Printed Name

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

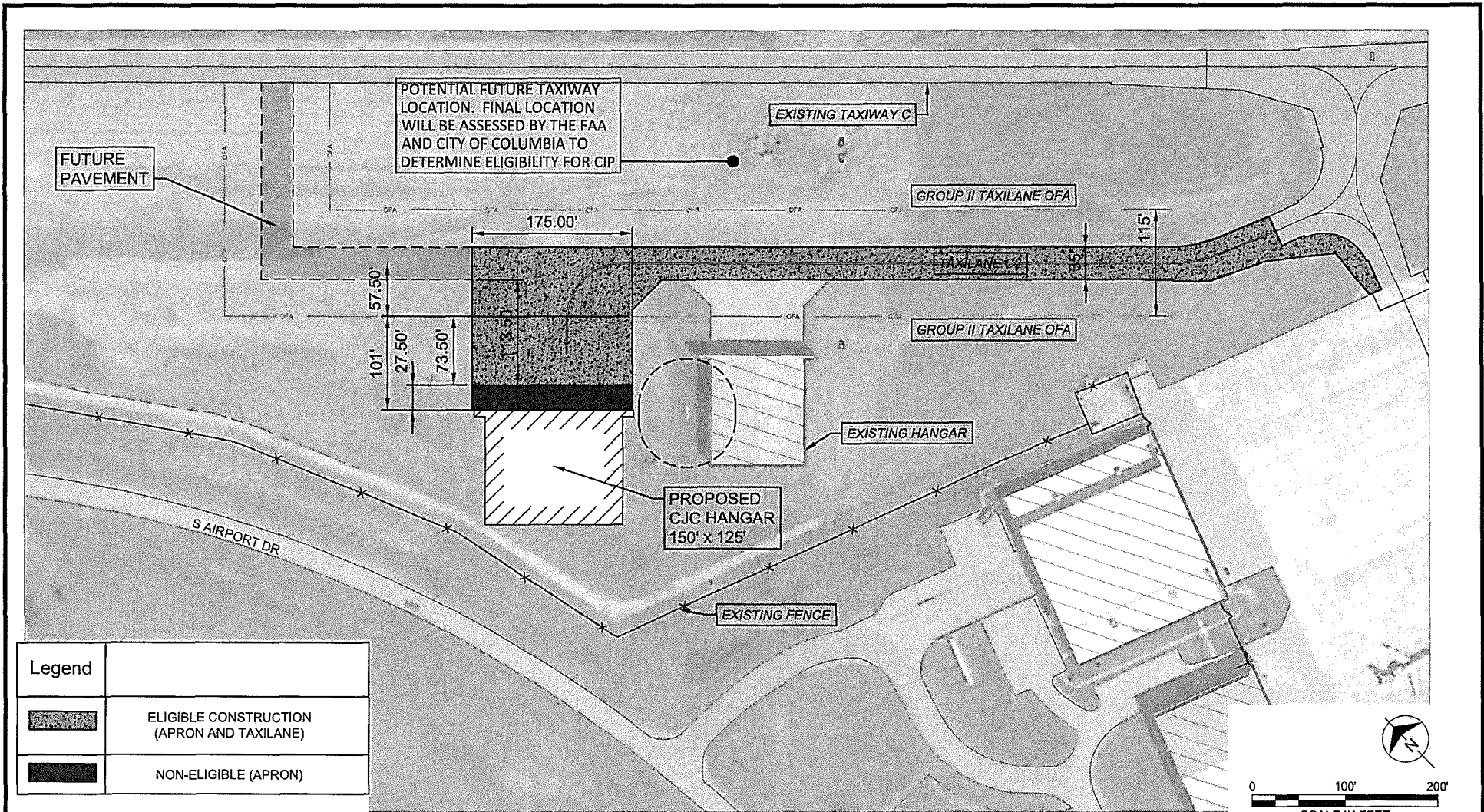
Lourdes Weiser

Notary Public



EXHIBIT I

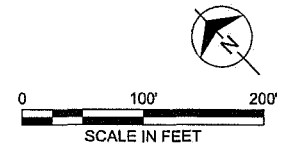
PROJECT DESCRIPTION

1. Design of Taxiway Reconstruction and Apron Expansion New Hangar 350 at the Columbia Regional Airport (COU) in Columbia, Missouri.



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Legend	
	ELIGIBLE CONSTRUCTION (APRON AND TAXILANE)
	NON-ELIGIBLE (APRON)



Columbia Regional Airport
Exhibit No. 1
 TAXILANE RECONSTRUCTION,
 APRON EXPANSION FOR
 HANGAR 350

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

PROPOSED TAXIWAY RECONSTRUCTION AND APRON EXPANSION ASSOCIATED WITH NEW HANGAR 350 AT COLUMBIA REGIONAL AIRPORT

A. PROJECT NAME:

1. **Project Name:** Design of Taxiway Reconstruction and Apron Expansion for New Hangar 350 at the Columbia Regional Airport (COU) in Columbia, Missouri.
2. **Description of Improvements:** The proposed improvements are shown on EXHIBIT No. 1. The description of planned improvements is described herein as follows:
 - a. Reconstruct and Extend Existing Taxiway C2.
 - b. Construct Apron to accommodate a New Hangar 350 west of existing hangar.
 - c. Drainage improvements including storm sewer pipe as necessary to accommodate the additional infrastructure.
 - d. Installation of new underdrains along edges of Taxiway C2 to provide subsurface drainage

- e. New taxiway edge reflectors or lighting adjacent to the perimeter of the Taxiway C2 pavement.

B. DESCRIPTION OF SERVICES TO BE PERFORMED

CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. Preliminary Design Phase: This phase includes activities for defining the scope of the project and establishing preliminary requirements. The elements of work for this task include:
 - a. Perform onsite visual observations to determine the extent of the improvements to the taxiway and apron pavements. Attendees for the CONSULTANT include Project Manager and Project Civil Engineer.
 - b. Prepare Scope of Work for Geotechnical.
 1. Perform Geotechnical exploratory investigation including four (4) borings, (3) pavement cores / borings and random test pits as necessary outside of the taxiway footprint.
 2. Perform laboratory tests on soil samples obtained from the work area. Tests to include the following:
 - a. Moisture Content
 - b. Dry Unit Weight
 - c. Sieve Analysis
 - d. Atterberg Limits
 - e. Unconfined Compression
 - f. Swell Pressure
 - g. Consolidation
 - h. Compaction Characteristics
 - i. Chemical Analysis for pH, Sulfates & Sulfides
 3. Prepare a Geotechnical Report containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, typed boring logs with a boring location plan, and results of the laboratory testing program. The Geotechnical Report shall contain geotechnical recommendations for the design and construction of pavement and earthwork for the proposed project.
 - c. Prepare a Scope of Work for Topographical Surveying Services. In general, the work will include:
 1. Establish Taxiway baseline and set control points.
 2. Establish horizontal control in NAD 83 coordinates.
 3. Establish vertical control at the airport based on USGS datum.

4. Establish benchmarks for construction.
 5. Obtain spot elevations of existing slabs on adjacent apron pavement.
 6. Collect exploratory investigation data of utilities in the work area as obtained from the Missouri One Call System, airport personnel, FAA personnel, record drawings, and utility company personnel.
- d. Develop a Preliminary Cost Estimate and submit to the SPONSOR for budgeting purposes. Monitor and report changes in the project budget throughout the project.
 - e. Develop a preliminary schedule for construction and submit to the SPONSOR and MoDOT Aviation for review. Monitor and report changes to the schedule throughout the project.
 - f. Prepare preliminary site plans for development of construction phasing and coordination with the City, ATC, FAA Technical Operations Group, and other stakeholders as may be applicable.
 - g. Prepare a preliminary design report per FAA Central Region AIP Guide Section 920. Design Report will include considerations for phasing of the project work.
 - h. Prepare Pavement Design. A life cycle cost evaluation for the pavement section alternatives will be performed and a recommended section presented.
 - i. Prepare and submit FAA forms 7460-1. Anticipate submittals for construction work areas, staging areas, haul routes, and construction phasing scenarios.
 - j. Prepare a preliminary Construction Safety and Phasing Plan (CSPP) per AC 150/5370-2G. The CSPP, contract drawings, and associated bid form will be developed to reflect the following:
 1. A single Base Bid Package with multiple phases. This CSPP will be submitted at the preliminary 30 percent level of completion of plans and specifications.
 - k. Prepare an Environmental Clearance Letter to be sent to MoDOT Aviation.
 - l. Attend and conduct a preliminary design meeting with the SPONSOR and MoDOT Aviation. Attendees for the CONSULTANT will include the Project Principal and Project Manager.
2. Design Phase: This phase will include the activities required to develop the project design documents showing the character and scope of work to be performed by Contractors on the project. The design of this project is based on the FAA Standards contained on the list found at <https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>. The specific tasks that will be performed in this phase include:

- a. Prepare construction Bid Documents. The anticipated drawing list may include the following:
 1. Cover Sheet
 2. Index, Legend, Abbreviations, and Summary of Quantities
 3. Access and Safety Plans
 4. Overall and Construction Phasing Plans
 5. Pavement Sections and Details
 6. Taxiway Demolition Plan
 7. Taxiway Layout Plan and Profiles
 8. Taxiway & Apron Grading and Drainage Plans
 9. Drainage and Underdrain Details
 10. Erosion Control Details
 11. Jointing and Elevation Layout Plans
 12. Jointing Details
 13. Taxiway Pavement Markings, Edge Reflector and Lighting Plan
 14. Pavement Marking Details
 15. Cross Sections

- b. Prepare a Missouri Department of Natural Resources (MoDNR) Erosion Control Permit & Construction Storm Water Pollution Prevention Plan (SWPPP).
- c. Prepare project technical specifications.
- d. Prepare Standard MoDOT Aviation and SPONSOR front-end documents outlining bid procedures and processes in accordance with MoDOT Aviation and City of Columbia procurement regulations.
- e. Revise the preliminary cost estimate for the final engineer's estimate of probable cost.
- f. Revise the preliminary construction schedule.
- g. Prepare the final design report.
- h. Prepare the final Construction Safety and Phasing Plan (CSPP).
- i. Perform an internal Quality Review by the designers of the project.
- j. Perform an internal Quality Review by the independent senior level review team.
- k. Revise drawings and specifications per internal Quality Review comments.
- l. SPONSOR AND MoDOT Aviation 100% Review: Submitted documents will include:
 1. Two sets (each) of the project manual (including specifications).
 2. Two sets (each) of full-size contract drawings.
 3. Two sets (each) of final design report.
 4. One set (each) of half-size plans for review.

m. Meet with SPONSOR and MoDOT Aviation at Columbia Regional Airport with two (2) representatives of the CONSULTANT's team during plan production as an interim review of the project status.

n. Revise 100% contract documents per SPONSOR and MoDOT Aviation review comments and resubmit to SPONSOR and MoDOT Aviation for bidding. Provide an electronic copy of project manual and construction drawings to SPONSOR and MoDOT Aviation for filing and use for distribution to contractors.

3. Bidding & Construction Award Phase: This phase will include basic services to assist the SPONSOR with bidding of the contract documents and reviewing and award of the bid, including the following activities:

a. Assist SPONSOR with advertising of the project.

b. Attend and conduct a pre-bid meeting with the SPONSOR. Attendees for the CONSULTANT will include the Project Manager and Project Civil Engineer.

c. Prepare any Addenda for the Project.

d. Respond to questions during the bidding phase.

e. Attend the bid opening and tabulate bids, analyze and provide recommendations to the SPONSOR. The recommendation letter will address the following items:

1. Bid Date.

2. Summarized bid tabulation.

3. Evaluation of unit price extensions and total base bids.

4. Addendums and acknowledgements.

5. Additional insured cost, if any.

6. DBE utilization, DBE Letter of Intent, DBE goal, and Good Faith Effort (GFE), review of GFE for compliance with the Sponsor's approved program.

7. Buy American compliance.

8. Tentative list of subcontractors.

9. Confirm Bidders signatures.

10. Bid Guarantee.

11. Prequalification requirements, if any.

12. Pre-Bid meeting (if used).

13. Review of contractor qualifications.

14. Debarment list verification.

15. Recommendation of award.

f. Assist SPONSOR with preparing contract documents.

g. Assist SPONSOR with preparing grant application documents.

4. CONSTRUCTION PHASE SERVICES: This work will be determined upon completion of the project design. Construction Phase Services are not provided in this Scope of Work.

C. Estimated Time of Completion

1. The time to complete the Scope of Services for Items identified in B.1. and B.2 of this Scope of Work is estimated at One Hundred (120) calendar days from the Notice to Proceed (NTP).
2. Table A identifies the planned schedule to complete the Scope of Services for items identified in B.1-B.2 of this Scope of Work.

TABLE A

Item	Duration (Calendar Days)
Preliminary Design Phase	60 Days from the Notice to Proceed date
Design Phase	60 Days from MoDOT Aviation acceptance of preliminary design report
TOTAL CALENDAR DAYS	120

END OF SCOPE OF BASIC SERVICES

EXHIBIT IIA
FAA Advisory Circulars, Standards, Guidance and Commission Standards

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non-Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System

150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Draft a resolution for the approval for the Proposed Taxiway Reconstruction and Apron Expansion Associated with Hangar 350.
2. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required to perform their services, if needed.
3. Designate in writing a person to act as COU representative. Such person will have complete authority to transmit instructions, receive information, and interpret and define policies and decisions.
4. Give prompt written notice to the Consultant whenever COU observes or knows of any development that affects the scope or timing of services.
5. Meet the requirements of Section 508 of the Rehabilitation Act which requires that electronic information technology (EIT) meets specific accessibility standards for people with disabilities, and public access to and use of information and data comparable to that provided to those without disabilities.
6. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities.
7. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

TAXIWAY RECONSTRUCTION AND APRON EXPANSION FOR HANGAR 350 AND ADJACENT HANGARS

Design for a New Apron for Relocated Hangar 350 & Rehabilitate the Existing Taxiway

Columbia Regional Airport

BASIC & SPECIAL SERVICES

July 7, 2019

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	9.00	\$ 70.00	\$ 630.00	\$ -	\$ -
Project Manager	115.00	\$ 55.00	\$ 6,325.00	\$ -	\$ -
Sr. Civil Engineer	80.00	\$ 45.00	\$ 3,600.00	\$ -	\$ -
Staff Civil Engineer	297.00	\$ 38.00	\$ 11,286.00	\$ -	\$ -
Assistant Civil Engineer	10.00	\$ 36.00	\$ 360.00	\$ -	\$ -
Associate Electrical Engineer	0.00	\$ 55.00	\$ -	\$ -	\$ -
Sr. Electrical Engineer	3.00	\$ 48.00	\$ 144.00	\$ -	\$ -
Staff Electrical Engineer	21.00	\$ 38.00	\$ 798.00	\$ -	\$ -
Sr. Technician	251.50	\$ 35.00	\$ 8,802.50	\$ -	\$ -
Staff Technician	16.00	\$ 26.50	\$ 424.00	\$ -	\$ -
Geotechnical Engineer	32.00	\$ 57.00	\$ 1,824.00	\$ -	\$ -
Clerical	83.00	\$ 27.50	\$ 2,282.50	\$ -	\$ -
Quality Control Reviewer	24.00	\$ 64.00	\$ 1,536.00	\$ -	\$ -
Total Hours	941.50				
Total Direct Salary Costs			\$ 38,012.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	220.67%	\$ 83,881.08			
b. Percentage of Direct Salary Cost: (Field Rate)	220.67%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 121,893.08 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 12,189.31 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 134,082.39 \$ - \$ -

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

TAXIWAY RECONSTRUCTION AND APRON EXPANSION FOR HANGAR 350 AND ADJACENT HANGARS

Design for a New Apron for Relocated Hangar 350 & Rehabilitate the Existing Taxiway

Columbia Regional Airport

BASIC & SPECIAL SERVICES

July 7, 2019

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit					
Travel: Mileage	2,044.00	Miles	\$ 0.580	\$	1,185.52			
Food: Per Diem	9.00	Per Day	\$ 51.00	\$	459.00			
Lodging: Per Diem (incl. taxes)	0.00	Per Day	\$104.13	\$	-			
Rental Vehicle	0.00	Days	\$ 65.00	\$	-			
Airline	0.00	Hour	\$ 0.00	\$	-			
Printing, Shipping & Misc.				\$	3,453.09			
Subtotal				\$	5,097.61	\$	-	\$ -

Summary of Out of Pocket Expenses: (Not to Exceed)

\$ **5,097.61** \$ - \$ -

7 SUBCONSULTANTS

Connico	\$	-	\$	-	\$	6,000.00
ESS - Survey	\$	-	\$	-	\$	9,506.00
ESS - Geotech	\$	-	\$	-	\$	10,500.00
Subtotal (Not to Exceed)	\$	-	\$	-	\$	26,006.00

8 MAXIMUM TOTAL FEE

Subtotal \$ **139,180.00** \$ - \$ **26,006.00**

TOTAL (Not to Exceed)

\$ **165,186.00**

EXHIBIT IV SUMMARY

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT V SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 TAXIWAY RECONSTRUCTION AND APRON EXPANSION FOR HANGAR 350 AND ADJACENT HANGARS
 Design for a New Apron for Relocated Hangar 350 & Rehabilitate the Existing Taxiway
 Columbia Regional Airport
 BASIC & SPECIAL SERVICES
 July 7, 2019

		Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Assistant Civil Engineer	Associate Electrical Engineer	Sr. Electrical Engineer	Staff Electrical Engineer	Sr. Technician	Staff Technician	Geotechnical Engineer	Clerical	Quality Control Reviewer	Other Costs
Gross Hourly Rates		\$ 246.92	\$ 194.01	\$ 158.73	\$ 134.04	\$ 126.99	\$ 194.01	\$ 169.31	\$ 134.04	\$ 123.46	\$ 93.48	\$ 201.06	\$ 97.00	\$ 225.75	
BASIC SERVICES															
Total =	1 Preliminary Design Phase	8.0	38.0	38.0	79.0	0.0	0.0	0.0	0.0	62.0	0.0	32.0	17.0	8.0	Sum: (1, 2, 3, 4, & 5)
	\$ 45,202.11	\$ 1,975.33	\$ 7,372.20	\$ 6,031.80	\$ 10,589.16	\$ -	\$ -	\$ -	\$ -	\$ 7,654.39	\$ -	\$ 6,433.92	\$ 1,649.05	\$ 1,806.01	\$ 1,690.24
Total =	2 Design Phase	1.0	44.0	42.0	188.0	10.0	0.0	3.0	21.0	185.5	16.0	0.0	56.0	16.0	Sum: (1, 2, 3, 4, & 5)
	\$ 81,243.30	\$ 246.92	\$ 8,536.24	\$ 6,666.73	\$ 25,199.53	\$ 1,269.85	\$ -	\$ 507.94	\$ 2,814.84	\$ 22,901.45	\$ 1,495.60	\$ -	\$ 5,432.15	\$ 3,612.03	\$ 2,560.02
Total =	3 Bidding & Construction Award Phase	0.0	33.0	0.0	30.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	10.0	0.0	Sum: (1, 2, 3, 4, & 5)
	\$ 12,734.59	\$ -	\$ 6,402.18	\$ -	\$ 4,021.20	\$ -	\$ -	\$ -	\$ -	\$ 493.83	\$ -	\$ -	\$ 970.03	\$ -	\$ 847.35
PART A SUBTOTAL		\$ 139,180.00													
SPECIAL SERVICES															
Total =	1 Cost Estimating	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00
Total =	2 Topographic Surveying	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
	\$ 9,506.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,506.00
Total =	3 Subsurface Investigations	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500.00
PART B SUBTOTAL		\$ 26,006.00													
PART A & PART B TOTAL		\$ 165,186.00													

(1) Mileage, Motel & Meals
 (2) Equipment, Materials & Supplies

(3) Computer Services
 (4) Vendor Services

(5) Miscellaneous Items

Note: Subconsultant Costs (as used) are identified as a Special Services Task.

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

The time to complete the Scope of Services for Items identified in B.1. and B.2 of this Scope of Work is estimated at One Hundred (120) calendar days from the Notice to Proceed (NTP).

Table A identifies the planned schedule to complete the Scope of Services for items identified in B.1-B.2 of this Scope of Work.

TABLE A

Item	Duration (Calendar Days)
Preliminary Design Phase	60 Days from the Notice to Proceed date
Design Phase	60 Days from MoDOT Aviation acceptance of preliminary design report
TOTAL CALENDAR DAYS	120