

Airport Name:	<u>Columbia Regional Airport</u>
Project No.:	<u>AP131</u>
County:	<u>Boone</u>

**AVIATION PROJECT CONSULTANT AGREEMENT**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**BURNS AND MCDONNELL ENGINEERING CO., INC.**  
**For**  
**AIRPORT DRIVE DESIGN**

THIS AGREEMENT is entered into by Burns and McDonnell Engineering Co., Inc. (hereinafter the "Consultant"), and the City of Columbia, (hereinafter the "Sponsor") on the date of the last signatory noted below ("Effective Date").

WITNESSETH:

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

WHEREAS, the Sponsor intends to accomplish a project at the Columbia Regional Airport as listed in Exhibit I of this Agreement, entitled "Scope of Basic Services", 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 Section (18)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

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

(D) "CONSULTANT'S REPRESENTATIVE" means the person or

persons designated in Section (18)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(E) "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 Section (11) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(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 written consent 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 the services and the furnishing of deliverables set forth in Exhibit I.

(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 in Exhibit I of 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 I 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 for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement.

(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 in Exhibit I of this Agreement, Section B, entitled "Description of Services to be Performed", 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 Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(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, including but not limited to those listed in Exhibit IV. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor

(B) Without limiting the foregoing, design and construction criteria will be in accordance with the information set out in Exhibit I 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 of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is 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 and specifications submitted for review by permit authorities, and plans and 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 I.

(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) 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.

(8) SUBCONSULTANTS:

(A) All Consultant's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of Sponsor.

(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 of its authorized representatives, 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, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

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

2. Automobile Liability: \$500,000.00 per person 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 Liability: \$1,000,000.00, each claim and in the annual aggregate.

(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 Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any approved DBE Subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be lump sum if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee.

(9) 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 two hundred four thousand seven hundred and eighty-six dollars (\$204,786.00), which is shown in Exhibit III, "Derivation of Consultant Project Costs", 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, Procurement, Management, and Administration of Engineering and Design Related Services. 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 in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit III, "Derivation of Consultant Project Costs" and prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit III-A.

6. 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.

7. 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 will be required prior to acquisition of reimbursable special equipment.

8. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15

days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(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 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned 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 30 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.

(10) 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 I, "Scope of Services". The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. 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. The anticipated date of completion of the work, including review time, is stated in Exhibit I of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to 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.
6. Delays in review by third parties unrelated to the Consultant.

(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 CFR Part 401. The standard patent rights clause at 37 CFR § 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. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 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, and/or FAA in data files compatible with AutoCAD 2022 (specify CADD version) and Adobe PDF. 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 calendar 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. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the 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 within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) 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 Subsections (13)(C) and (D) does 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 estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(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) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA 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.

(14) 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 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 person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person 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) In lieu of the minimum coverage stated in Subsections (14)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (14)(C)(1) and (C)(2) above.

(E) 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.

(F) Any insurance policy required as specified in Section (14) 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.

(15) 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.

(16) 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.

(17) 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, the FAA, and the Comptroller General of the United States or their designees and representatives, 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. Notwithstanding the foregoing, in no event shall Consultant's rates, build-up of such rates, or services performed on a lump sum basis be subject to audit.

(18) 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 electronic mail, provided that an original is received at the same address as to which that email message was sent. 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	Michael Parks, Airport Manager		
SPONSOR'S NAME	City of Columbia, Missouri		
SPONSOR'S ADDRESS	Columbia Regional Airport 11300 S Airport Drive Columbia, Missouri 65201		
PHONE	573-817-5064	PHONE	573-817-5064
E-MAIL ADDRESS	Michael.Parks@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	Ryan Lorton, Project Manager		
CONSULTANT'S NAME	Burns & McDonnell Engineering Co., Inc.		
CONSULTANT'S ADDRESS	9400 Ward Parkway, Kansas City, MO 64114		
PHONE	816-447-9822	PHONE	816-447-9822
E-MAIL ADDRESS	rblorton@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.

(19) 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.

(20) CONFIDENTIALITY: The Consultant agrees that the Consultant's services

under this Agreement are 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 Consultant's lawyers, accountants, insurers, and 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.

(21) 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.

(22) 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.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(24) EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED: Consultant agrees to comply with Missouri State Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subconsultant to affirmatively state in its contract with Consultant that the subconsultant shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Consultant shall also require each subconsultant to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subconsultant's employees are lawfully present in the United States.



(25) MISSOURI SUNSHINE LAW: The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Consultant shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law.

(26) ANTI-DISCRIMINATION AGAINST ISRAEL: If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Contractor hereby certifies that Consultant is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

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

(28) COUNTERPARTS AND ELECTRONIC SIGNATURES: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

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

- (A) Exhibit I: Scope of Basic Services
- (B) Exhibit II: Services Provided by the Sponsor
- (C) Exhibit III: Derivation of Consultant Project Costs.
- (D) Exhibit IV: Federal Clauses

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: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk


APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/kmm

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 55416288-604023, AP131, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Matthew Lue, Finance Director

**BURNS & MCDONNELL ENGINEERING COMPANY,  
INC.**

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

Date: \_\_\_\_\_ June 18, 2025

ATTEST:

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

Name: \_\_\_\_\_ June 18, 2025

**EXHIBIT I**  
**SCOPE OF BASIC SERVICES**  
**FOR**  
**CONSULTANTING/DESIGN SERVICES: AIRPORT DRIVE**  
**AT**  
**COLUMBIA REGIONAL AIRPORT**

**A. PROJECT NAME:**

1. **Project Name:** Rehabilitation of Airport Drive at the Columbia Regional Airport (COU) in Columbia, Missouri.
2. **Description of Improvements:** The proposed improvement limits are shown on Exhibit 1. Project limits are from Route H to FSS street along South Airport Drive. The approximate length of the project is 1.3 miles. The existing roadway is 2-lanes with an open ditch section, no enclosed storm drainage system, and no sidewalks. S. Airport Drive pavement conditions is at the end of its useful life. The asphalt pavement is in poor condition, with visible cracks, potholes, and uneven surfaces. There is one existing cross walk and two speed humps along the alignment.

This street rehabilitation/overlay presents an opportunity to improve other features of the roadway by adding one new crosswalk. City of Columbia is interested in making the best use of the existing pavement width within existing right of way.

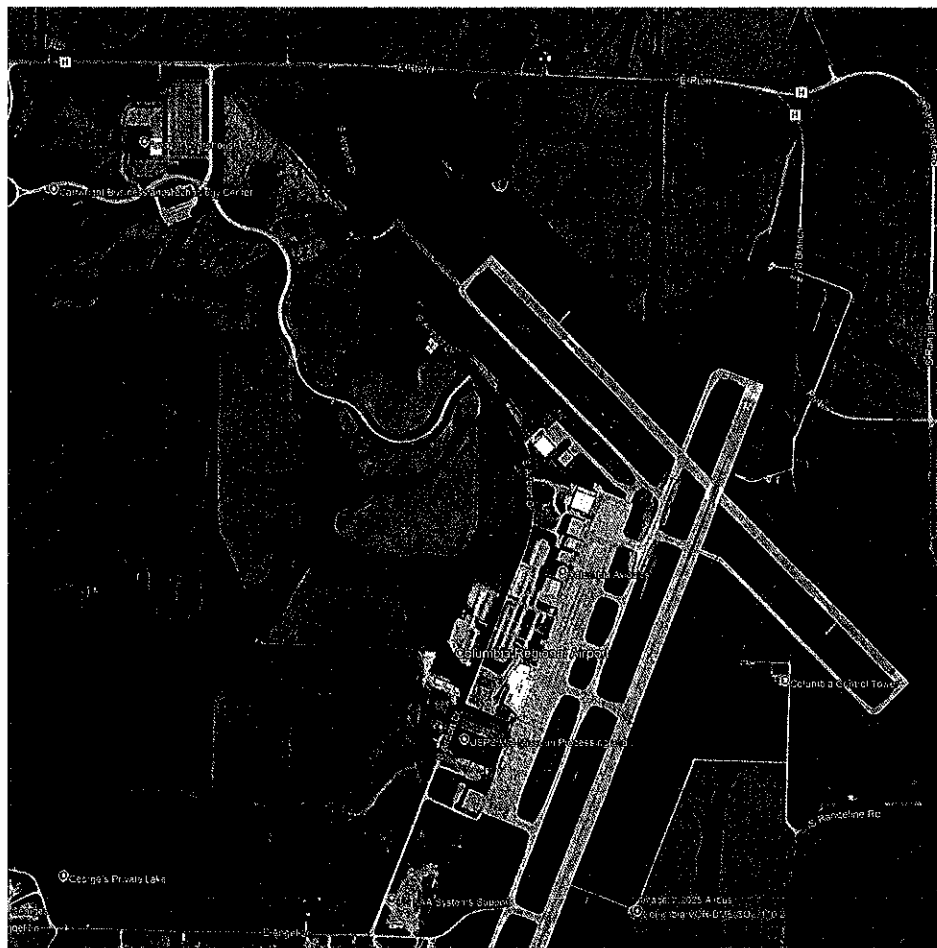
The City of Columbia Regional Airport requests the preliminary design of exterior wayfinding signage to enhance navigation and improve the overall passenger experience.

**Design Considerations and Assumptions:** The rehabilitation/overlay of the pavement within the project limits will include the side streets to the radius points. Radius returns and shoulders will only be evaluated at the Route H tie-in. All others are assumed to utilize existing pavement geometry.

The goal of this project is to construct the improvements within the existing right of way with no need additional right-of-way or temporary construction easements.

Consultant will prepare final construction drawings so that all sheets in the final construction drawings shall be 22" x 34". All printed plan submittals shall be half size (11"x17") format. All plan/profile view drawings on the full size drawings shall be at a scale of 1" = 20' for the plan view. Cross Section sheets will not be developed for the project. Detail sheets and special drawing sheets shall be at a scale to accurately depict the Consultant's goals.

During the preliminary design the number of exterior wayfinding signs will be determined. Up to 3 aesthetic options will be developed. It is assumed that the project will include illuminated signage with concrete foundations.



1. **SURVEYS AND MAPPING:** Consultant will capture and deliver a high resolution orthomosaic and accompanying planimetric mapping of features specified by the project team. Data will adhere to ASPRS standards for accuracy, with multiple ground control shots applied. Capture will be performed by a licensed pilot, following FAA regulations, and will be performed in communication with/under the guidance of the airport tower crew.
2. **FIELD RECONNAISSANCE:** Consultant will conduct a field reconnaissance of the entire corridor with City staff to identify physical features and critical areas to be addressed in development pavement replacement/milling/overlay.
3. **GEOTECH RECOMMENDATION:** Geotechnical Subconsultant will core the pavement at six locations. The geotechnical Consultant will complete the pavement design according to the procedures set forth in the 1993 AASHTO Guide for Design of Pavement Structures. The pavement will be designed for 10-year projections of traffic. This does not guarantee that the pavement will be serviceable for that same length of time. If traffic loads and volumes vary over time, this will affect the serviceable life of the pavement. Maintenance of the pavement will be necessary to maximize the serviceable life of the pavement. Maintenance should include patching, crack filling, sealing, and maintaining proper drainage off and alongside the pavement to prevent moisture infiltration into the subgrade on the information provided in the Geotechnical Report, this Pavement Design is conservatively based on subgrade support equivalent. The correlation between CBR and Resilient Modulus we used is the recommended correlation developed by NCHRP Project 1-37A and incorporated into various publications including Table 5-34 of FHWA NHI-05-037 titled Geotechnical Aspects of Pavements.
4. **PREPARE PRELIMINARY PLANS:** Consultant will prepare and submit plans to the City at approximately the 30% complete stage depicting predominant project features. Submitted plans will include:
  - a. Project Title sheet
  - b. General Notes
  - c. Summary of Quantities (2 sheets)
    1. Estimated Quantities which will include an estimate 5% full depth replacement
  - d. Typical Sections
  - e. Plan Sheets at 1"=20' Scale (6 sheets)
  - f. Standard Details
  - g. Signing and Pavement Markings (6 sheets)
  - h. Erosion Control standards
  - i. RRFB detailed crossing
  - j. Maintenance of Traffic Plans (2 sheets)

1. assumes general narrative and standard details for road closure and lane closure with flagger

k. Opinion of Probable Cost

5. **FINAL PLANS, SPECIFICATIONS, AND OPINION OF PROBABLE COST:** Consultant will prepare final detailed plans, specifications, job special provisions, and opinion of probable cost. Plans will be submitted to the City.
6. **UTILITY INTERFACE MANAGEMENT:** Consultant will identify public and private utilities in the corridor and develop contact list for discussion and plan distribution. No utility adjustments or relocations are anticipated as a direct result of the project, but utility companies will be kept informed to identify planned potential utility improvements constructed concurrently with the project. Utility meetings will be scheduled and conducted at the following stages of plan development:
  - a. Preliminary Plan Design
  - b. Pre-Construction
7. **BID PERIOD SERVICES:** The Consultant shall provide, prepare and distribute the bid package for the project. The Consultant shall attend a Pre-bidding Conference, take the minutes of the meeting, and provide all attending parties a copy of minutes of the meeting. Either at or prior to the meeting, the Consultant shall provide the contractor with 2 full size and 3 half size sets of plans and 5 copies of the specifications. The Consultant shall provide the City with 1 full-size and 1 half-size set of plans and 2 copies of specifications, in addition to any sets provided as part of the bid process. The City shall handle the scheduling and location of the meeting.
8. **MEETINGS AND CONSULTATION:** Consultant will prepare for and attend project-related meetings with the City for review, and reporting of the project as follows:
  - a. Initial meeting with the City staff for project initiation
  - b. Design Review meeting with staff following submission of Preliminary Plans and Final Plan.
  - c. Consultant shall submit a brief written monthly status report of the project.
  - d. The Consultant shall designate, in writing, a project manager who shall be the Consultant's representative throughout completion of this project. This representative shall be the Consultant's point of contact for all project administration and for interface management of services to be provided hereunder.
9. **WAYFINDING SIGNAGE:** Subconsultant design will include approximately 10 wayfinding signs including the strategic locations of signs to ensure comprehensive wayfinding coverage.
  - a. Site signage
    1. Primary identity monumentation

2. Building identity/directional
  3. Vehicular directionals
  4. Arrival and departure directionals/identities
  5. Parking identity
  6. Pedestrian directional and informational signage
  7. Prototype service drive/restricted access identification (if applicable)
- b. Deliverables
1. Signage vision narrative / reference images
  2. Signage location plans
  3. Signage message schedules
  4. Signage design from concept to bid documents
  5. General performance signage specifications
  6. Material, finish, paint, color, typography and iconography schedules

**10. EXCLUSIONS:**

- a. Street Lighting
- b. Traffic Studies
- c. Public involvement surveys, newsletters, or website.
- d. All utility improvements including water line, sanitary sewer system location, investigation, or design
- e. Landscape, irrigation, or streetscaping design
- f. Drainage design beyond maintaining existing flow patterns
- g. Construction Inspection
- h. Construction period services; can be negotiated as an amendment to this Agreement at the request of the City.

**C. ESTIMATED TIME OF COMPLETION:**

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

**TABLE A**

<b>Item</b>	<b>% Billed (Max)</b>	<b>Date</b>
Notice to Proceed	0%	July 7, 2025
Complete Initial Survey	15%	July 18, 2025
Field Recon & Wayfinding Discovery	60%	July 30, 2025
Final Design to City Staff	90%	August 27, 2025
Bid Project	95%	September 11, 2025
Pre-Bid Meeting	98%	September 25, 2025
Open Bids	100%	October 9, 2025

**END OF SCOPE OF BASIC SERVICES**



March 12, 2025

Mr. Jason Meyers  
**Burns & McDonnell**  
9400 Ward Parkway  
Kansas City, Missouri 64114

**Re: Proposal for Subsurface Exploration and  
Geotechnical Engineering Evaluation  
COU – S. Airport Drive Pavement  
Columbia, Missouri  
TSi Proposal No: SLM25034.00 \_Alt**

Dear Mr. Meyers:

TSi Geotechnical, Inc. (TSi), an **M/W/DBE** firm, is pleased to submit this proposal Burns & McDonnell to perform a subsurface exploration and geotechnical data report and engineering evaluation for use in the design of roadway improvements at the Columbia Airport in Columbia, MO.

## 1.0 PROJECT UNDERSTANDING

We understand the proposed project consists of the evaluation of the existing pavements of South Airport Drive. With the end goal to design pavement improvements, at this time we understand the proposed improvements will consist of a asphalt overlay.

## 2.0 SCOPE OF SERVICES

Based on the proposed project, the geotechnical scope of services for this investigation will include coring of the existing pavement at 6-locations. At each location a 4-inch diameter core will be obtained. Then at each location DCP-testing will be performed to a depth of 2-feet and hand auger will be advanced to 5-feet below pavement. At two of the locations a Shelby tube sample will be obtained for strength testing purposes.

Also at each location the type and thickness of base rock will be documented. Once complete core holes will be patched in kind to existing grades.

## LABORATORY TESTING

A laboratory test program will be performed on samples recovered from the borings to estimate pertinent engineering properties of the soil overburden and soil properties for design. Laboratory tests may include the following:



- Visual descriptions by color and texture of each sample;
- Natural moisture content of soil samples;
- Atterberg limits on selected cohesive samples;
- Pavement core photos; and
- Unconfined Compressive Strength tests on selected cohesive samples.

### 3.0 GEOTECHNICAL DATA REPORT

TSi will prepare a geotechnical data report that will contain the Logs of Boring and laboratory test results for the project, a description of the field exploration and laboratory test procedures, and a discussion of the site geology and the subsurface conditions encountered.

Based on our understanding of the project and the scope of services proposed, the geotechnical study report will address the following considerations:

- Subsurface conditions at the boring locations (including pavement and baserock thickness);
- Laboratory test results;
- Influence of groundwater on the project;
- Soil strength parameters;
- Soil remediation recommendations;
- Locations and descriptions of any existing fill or potentially deleterious materials encountered at the site that may interfere with construction progress or structure performance;
- DCP test results (including correlated CBR value);
- Pavement Design considerations;
- Construction considerations; and
- Recommendations for fill and backfill materials, placement, and compaction.

#### 4.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi assumes that the CLIENT will have permission to access sites.
2. TSi has constructed this estimate based on the proposed borings.
3. TSi can stake the borings in the field based on a proposed soil boring location plan that will be provided by the Engineer, by measuring from existing site features or handheld GPS device. If the boring location will not be staked by a professional surveyor, it will be approximate.
4. TSi understands that the work will be performed during normal daylight working hours. If the work does require night drilling, schedules may be delayed and fees will increase.
5. TSi will contact One-Call locating services regarding member utilities. A 72-hour time period is required by One-Call to clear utilities. We must be informed of the location of any private underground utility lines (such as irrigation or exterior lighting) at the site by the owner prior to starting our field work.
6. The core holes in the pavements will be patched in kind to existing grades
7. TSi's drill crews are not union-affiliated, and the cost for a union operator and laborer are not included in this proposal fee.
8. Time and cost to complete Health and Safety requirements has been included in estimate.
9. TSi has assumed that the site is free of environmental concerns. If suspect odors or other evidence of contamination or hazardous materials are encountered, then drilling will be terminated per OSHA regulations, and suspended until appropriate health and safety protocol are developed by a qualified environmental specialist retained by CLIENT. The costs for any delays, for environmental consultation, or for implementation of the consultant's recommendations are not within the proposed scope or fees.
10. Unless requested in writing by the CLIENT, the soil and rock samples obtained during the subject geotechnical exploration will be disposed of by our laboratory approximately ninety (90) days after the issuance of the Geotechnical Report. Additional fees will apply if we are requested to store the samples beyond the ninety (90) day period.

## 5.0 ESTIMATED COST

TSi's services for the project will be provided on a time & material basis. Based on the scope of services provided above and assuming no unanticipated subsurface conditions are encountered, the fee per site will be: \$12,092.00.

If site conditions are encountered during the explorations that warrant additional work, we will notify you and discuss the necessary scope modification. However, the fees will not be exceeded without your authorization.

## 6.0 SCHEDULE OF WORK PERFORMANCE

Field work can begin within 1 to 2 weeks from written notice to proceed, weather permitting. The field exploration will take approximately 1 business days to complete. In summary, our report should be complete within approximately 2 to 3 weeks of completing field exploration. Design information can be provided upon request prior to the completion of the report, if this schedule is not acceptable.

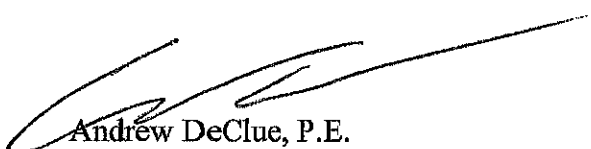
## 7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined in this proposal. Burns & McDonnell and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

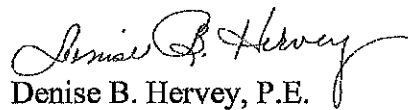
This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,  
**TSI GEOTECHNICAL, INC.**



Andrew DeClue, P.E.  
Director of Operations



Denise B. Hervey, P.E.  
Principal

**Columbia Airport S. Drive Pavement Eval**  
**Columbia, Missouri**  
**Geotechnical Study Cost Estimate \_Alternate**  
**Unit Fee Schedule**

Valid for work completed prior to December 31, 2025



	Unit Cost		Qty	Estimated Amount
<b><u>Personnel</u></b>				
Principle	\$ 70.00	hour	1	\$ 70.00
Group Manager	\$ 70.00	hour	2	\$ 140.00
Sr. Engineer	\$ 66.00	hour	6	\$ 396.00
Engineer II	\$ 45.00	hour	10	\$ 450.00
Engineer I	\$ 36.00	hour	20	\$ 720.00
Admin	\$ 25.00	hour	2	\$ 50.00
Driller	\$ 43.00	hour	12	\$ 516.00
Drill Helper	\$ 33.00	day	12	\$ 396.00
			<b>subtotal</b>	<b>\$ 2,738.00</b>
Overhead	1.6428			\$ 4,497.99
Fixed Fee	14%			\$ 1,013.04
			<b>subtotal</b>	<b>\$ 8,249.00</b>
<b><u>Drilling &amp; Misc. Expense</u></b>				
Support Truck Usage	\$ 100.00	day	1	\$ 100.00
Pavement Repair/Remove cuttings	\$ 85.00	each	6	\$ 510.00
Core Machine + Generator	\$ 180.00	day	1	\$ 180.00
DCP	\$ 150.00	day	1	\$ 150.00
Cones & Signs	\$ 150.00	day	1	\$ 150.00
Health & Safety	\$ 1,500.00	LS	1	\$ 1,500.00
			<b>subtotal</b>	<b>\$ 2,590.00</b>
<b><u>Laboratory Testing</u></b>				
Classification	\$ 10.00	each	12	\$ 120.00
Moisture Content	\$ 8.00	day	12	\$ 96.00
Penetrometer	\$ 6.00	day	12	\$ 72.00
Extrusion	\$ 25.00	day	2	\$ 50.00
Unit Weight	\$ 35.00	bag	2	\$ 70.00
Unconfined Compression Test (soil)	\$ 100.00	each	2	\$ 200.00
Atterberg Limits	\$ 85.00	each	3	\$ 255.00
Core Photos	\$ 65.00	each	6	\$ 390.00
			<b>subtotal</b>	<b>\$ 1,253.00</b>
<b>Total Fee Estimate</b>				<b>\$ 12,092.00</b>

**General Notes**

1. Six Borings to a depth of 5-feet.
2. Perform DCP testing to depth of 2' below pavement for correlated CBR value at each location.
3. Record type & thickness of baserock (if present).

**rsm**design

PROPOSAL FOR ARCHITECTURAL GRAPHIC DESIGN

# Columbia Regional Airport

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May 23, 2025

*Revision #1: May 29, 2025*

*Revision #2: June 3, 2025*

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**SUBMITTED TO**

Jacob Deiter, PE  
Associate Civil Engineer | Transportation  
Burns & McDonnell  
9400 Ward Parkway  
Kansas City, MO 64114  
816-652-2600  
jddelter@burnsmcd.com

**PREPARED BY**

Paige Terrell, RID, IIDA  
RSM Design  
408 W. Eighth Street, #206  
Dallas, TX 75208  
972.974.3690 x208  
paige.t@rsmdesign.com

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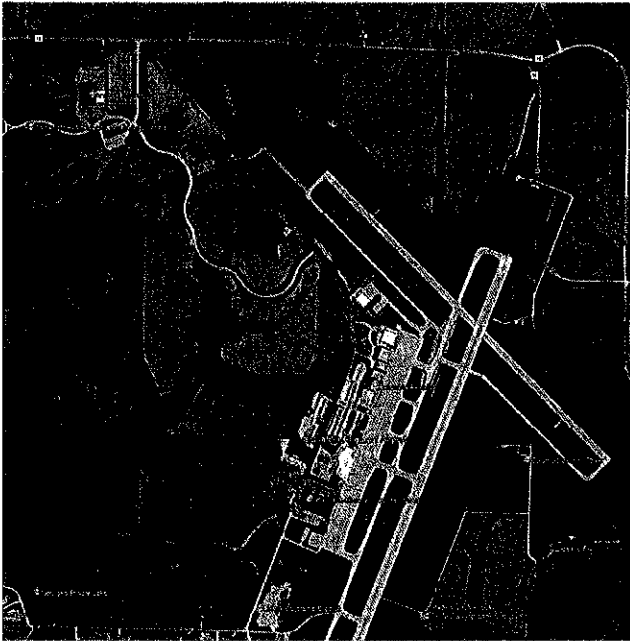
## Project Overview

RSM Design is pleased to submit this architectural graphic design proposal to Jacob Deiter, with Burns & McDonnell, for the Columbia Regional Airport project located in Columbia, Missouri. In response to the request for a proposal, we have developed the following scope, phases, deliverables, fee structure, and terms for this project.



### **Project Information**

The City of Columbia Regional Airport seeks the design of exterior wayfinding signage to enhance navigation and improve the overall passenger experience along a 1.3 mile stretch South Airport Drive between Route H to FSS street shown in the image below. Design will include approximately 10 wayfinding signs including the strategic locations of signs to ensure comprehensive wayfinding coverage.



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## **Architectural Graphics Scope**

### **Overall Project Deliverables:**

- Signage vision narrative / reference images
- Signage location plans
- Signage message schedules
- Signage design from concept to bid documents
- General performance signage specifications

- Material, finish, paint, color, typography and iconography schedules

**Site Signage:**

- Primary identity monumentation
- Building identity/directional
- Vehicular directionals
- Arrival and departure directionals/identities
- Parking identity
- Pedestrian directional and informational signage
- Prototype service drive/restricted access identification (if applicable)

**PLEASE NOTE:**

Unless indicated otherwise, the following information is to be provided to RSM Design:

- Project, amenity, or tenant logos
- Copy for all rules & regulations / legal signage

For all signs indicated as "Prototype" above, RSM Design will provide type, messaging, or map / graphic standards. All final messaging, type / graphic layouts, and map artwork for prototype signage is to be completed by the selected signage fabricator.

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## **Additional Scope Items**

*The following scope items are not included in the above scope and are itemized separately.*

**City / County Submittals**

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# Phases of Work

## **PHASE 1: DISCOVERY & VISION**

### **Site Visit**

During an initial site visit, RSM Design will document and evaluate the existing brand defining elements, information, and signage conditions to determine the most effective way to meet the client's goals and objectives. Our strategic delivery will utilize the key touchpoints within the exterior passenger journey as the basis of our analysis. During this phase, we will locate key areas for enhancements that will offer the greatest impact and cost benefits for the project.

### **Kick-off Meeting & Charette**

RSM Design will facilitate a signage kick-off meeting with the client and key consultant teams to understand the goals and objectives for the project. We will introduce our team and align the contracted scope, phasing, delivery, schedule, while uncovering the client key milestones and priorities.

We will also conduct a design charrette to discuss the location, aesthetic characteristics, and opinion of probable cost of the exterior wayfinding signage. This collaborative session will involve key stakeholders including airport management and the design team. The charrette will focus on the elements such as topography, color, materials, finishes and scale as well as a guided discussion to understand wayfinding challenges and possible approaches to locations. Our team will establish the project signage vision through reference images and guiding principals.

### **Asset Collection**

RSM Design will research the project community, market, and site character to understand the key defining elements of the project and its location. Our team will gather relevant contextual information and project drawings / presentations to understand the project.

### **Signage Code Review**

RSM Design will research the applicable signage codes. Our team will summarize the findings and present the information to the client team. At that time, it can be discussed if the signage code limitations allow for the creative expression desired by the client.

### **Phase 1 Deliverables**

- Kick-off meeting & visioning charette
- Project workplan outlining team, scope, phases, delivery and proposed schedule
- Code review summary

### **Phase 1 Schedule**

RSM Design will need the signed contract prior to the kickoff call and the project schedule defined. Once the contract is executed, we will need two weeks to mobilize our team, schedule a kickoff meeting, and define the project schedule.

- Client signed contract

### **Phase 1 Meetings**

- Virtual coordination meetings / presentations: One
- In-person kick-off meeting / presentation: One

## **PHASE 2: CONCEPT DESIGN**

RSM Design will develop a concept vision, palette and design package integrating all gathered information aligning to the goals of the project. Our team will establish the project signage vision while referencing images and computer-generated design “sketches,” that will convey the proposed signage and graphic concept directions. RSM Design may utilize various techniques to convey the initial concepts such as AI-generated 3D views, loose 3D models, 2D elevations, and other representation tools, but does not rely on fully rendered contextual views to convey the initial design approaches.

## **Phase 2 Deliverables**

- Vision reference palettes and images
- Conceptual signage location plans
- Presentation of three unique concept design approaches focusing on the overall aesthetics and major sign types
- If needed, presentation of one modification / refinement to a selected concept from the initial approaches
- Deliverable will be compiled into a JPG formatted PDF

## **Phase 2 Schedule**

RSM Design respectfully requests an estimated four weeks for the completion of this phase of work after written authorization to proceed from the previous phase is received from the client.

## **Phase 2 Meetings**

- Virtual coordination meetings / presentations: One

## **PHASE 3: SCHEMATIC DESIGN**

RSM Design will develop a single design family based on the client approved concept package. Our team will expand the sign family and develop drawings with initial details for all scope items during this phase. RSM Design will coordinate closely with the consultant team on required sign locations for contextual, electrical, and backing needs.

## **Phase 3 Deliverables**

- Computer-generated drawings for each sign in the scope
- Drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and paint / finish and color selections and will be added to the single concept design direction selected by the client.
- Refined signage location plan
- The schematic design drawings will be suitable for preliminary pricing
- Deliverable will be compiled into an 11" x 17" JPG formatted PDF

### **Phase 3 Schedule**

RSM Design respectfully requests an estimated two weeks for the completion of this phase of work after written authorization to proceed from the previous phase is received from the client.

### **Phase 3 Meetings**

- Virtual coordination meetings / presentations: One

## **PHASE 4: DESIGN DEVELOPMENT / BID SIGN PACKAGE**

During this final documentation phase, RSM Design will include further development of the approved concept and provide close coordination with the project consultant team. The information and drawings contained in the final design development / bid package will be suitable for bidding by qualified signage fabricators. This process assumes that only one holistic signage package for the project will be issued.

### **RSM Design's Coordination and Responsibility**

This final package will show the design intent of all signs but does not include full detailing of internal structure, engineering, foundation details, lighting specifications, weights, venting, backing specifications, nor attachment details. These drawings are not considered "construction documents" and are not intended for final fabrication but do contain enough aesthetic information for a sign fabricator to accurately bid the package and produce the final shop drawings.

### **Signage Messaging Schedules**

RSM Design will provide the message schedule for the sign types within the final design development package for the sign fabricator to utilize with the production of their shop drawings. All final approval of the signage messages must come directly from the client and the client's signature will be required on all shop drawings of the messaging before fabrication can commence. The sign fabricator is responsible for obtaining all client approvals on the final messaging. Please note, the message schedule is for type content only and does not include map graphics or other graphic content and is not considered the final artwork for each sign layout.

### **Phase 4 Deliverables**

- Final design development / bid drawings for each sign type
- Drawings will include sign form, dimensions, materials, type layouts, paint / finish and colors

- All necessary sign views will be included to convey the design intent
- Design sections through key components of the signage to convey the design intent
- Finalized sign location plans as coordinated with the project consultant team
- General signage specifications
- Excel and/or visual messaging document for sign types with the bid document with up to two rounds of message schedule refinements after the initial submittal
- Deliverable will be compiled into a JPG formatted PDF

#### **Phase 4 Schedule**

RSM Design respectfully requests an estimated four weeks for the completion of this phase of work after written authorization to proceed from the previous phase is received from the client.

#### **Phase 4 Meetings**

- Virtual coordination meetings / presentations: One

### **PHASE 5: BIDDING**

#### **BIDDING ASSISTANCE**

##### **RSM Design Responsibilities**

- RSM Design will answer any RFI bid questions received in writing in order to clarify any questions about the design intent.

##### **Client / General Contractor / Sign Fabricator's Responsibilities**

- All bid requests, bid forms, and the RSM Design final signage package, are submitted to fabricator prospects directly by the client or general contractor.
- The client or general contractor will be responsible for the final selection and contracting of a signage contractor, as well as, managing the signage process including, bidding, fabrication, and any contracts with the sign fabricator.

- The general contractor or client is responsible for confirming the integration of the signage and graphics into the other consultant drawings, managing the signage installation/coordination with the other disciplines, and the sign fabricator's schedule.
- The selected fabricator is responsible for compliance with all local codes, structural integrity, and items such as sign engineering and design of electrical, waterproofing, venting, material strengths, weights, and lighting specifications associated with the signage.

*Due to the uncertain amount of time in the bidding, RSM Design will invoice the bidding services at our hourly rates listed below until they reach the estimated fee. Prior to reaching the estimated fee, RSM Design will notify the client of the completion of the services or request additional hours to continue the coordination efforts. RSM Design estimates 8 hours to complete the services within this phase. Bidding phase fees are based on the use of one fabrication company completing the project.*

#### **Phase 5 Meetings**

All meetings and coordination time are invoiced hourly towards the estimated fee allowance.

- Estimated virtual meetings / coordination:
  - Bidding: One

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## **Additional Scope Items Development**

*The following scope items are not included in the overall base fees and are itemized separately.*

#### **CITY / COUNTY SUBMITTALS**

The client or their land-use attorney is responsible for obtaining all city or county approvals and for coordinating / managing the approval process and submission. RSM Design will prepare submittals for the project's signage as requested by the client. The documents typically will be composed of a



project-wide signage location plan, schematic level design drawings or diagrams depicting signage design directions, and written guidelines outlining the signage intent, materials, and lighting. Additionally, sign area calculations will be determined and noted on the drawings. RSM Design does not specialize in writing legal language that is to be included in approval documents with the city or county, and this should be provided by a land-use attorney. RSM Design will bill this effort at the hourly rates listed below until it reaches the estimated fee. Prior to reaching that amount, RSM Design will notify the client of the completion of our work or request additional hours to continue the coordination efforts. RSM Design estimates 20 of hours to complete the services within this phase.

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## Clarifications & Exclusions

- **Photography:** Reference images used to convey the brand narrative are not used with permission of the original photographer and are used for internal reference purposes only. Most images originating from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for digital, print, or social media publication without prior written consent from the original source. The client will be responsible for obtaining the image usage rights should they want to publish any of the reference images.
- **Package Distribution:** These packages prepared are for this project location only and not for distribution beyond client / stakeholder team, unless otherwise specified. Unless otherwise noted, RSM Design assumes a single package will be prepared for all project components.
- **City / County Submittals:** The selected sign fabricator is responsible for permitting the signage. The client's land use attorney for managing the process to acquire project signage variances or special area permits.
- **Signage Demolition:** The contracted signage fabricator would be responsible to identify, remove and legally dispose of any signs the client wishes to be removed during the signage implementation process.

- **Drawings and Specifications:** RSM Design works in the latest version of Adobe Illustrator and InDesign software. We prepare signage location plans in AutoCad, if requested. RSM Design provides sign industry standard general specification recommendations, but they are not formatted in specifications Masterformat or Masterspec formats.
- **Signage Fabrication:** It is the responsibility of the selected sign fabricator to provide “stamped” engineering drawings for permitting and construction. RSM Design assumes a general contractor will be responsible for the management of the selected signage fabricator or the fabrication schedule and deliverables.
- **Design Changes:** If any changes to the package are requested by the client team, after the final packages are delivered, RSM Design will discuss the time and professional fees needed to address the requested changes.
- **Specialty Consultants:** Should the final design intent of the signs require, RSM Design may suggest the assistance of specialty consultants such as a digital media consultant, historian, copywriter, specialty lighting designer, or structural engineer, for example. With the client's approval and at the client's sole expense, RSM Design may retain special consultants to assist with the specified design issue.
- **Scope Exclusions:** Documentation of demolition of any existing signage is excluded as well as any fabrication observation services other than during the bidding phase. All shop drawings, site visits, and punch walks will be in a future services agreement.

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## Additional Information

### **WOMEN BUSINESS ENTERPRISE (WBE)**

RSM Design is a certified Women Business Enterprise and is certified nationally by the National Women Business Owners Corporation. With our affiliation and participation in this program we hope

our WBE status helps the projects' diversity requirements for ethnic or gender minority subcontractors, and opportunities with local, state, and federal agencies.

## **DIVERSITY - WE ARE BETTER TOGETHER**

RSM Design is a culture of creativity. A studio where everyone is welcome. We believe in embracing our differences, valuing diversity, and inclusion, growing our team and business in ways that celebrate our unique cultures, experiences, and perspectives. Our team believes in a killer growth mindset, keeping your word and doing the right thing. We know that design has the power to bring great change, and the spaces and communities that we design enrich each person's sense of place. RSM Design's commitment is to continually work to give our team, clients, and end-users a platform to share their voice and create a culture where you can be yourself.

## **SUSTAINABILITY - A SUSTAINING PROCESS**

The RSM Design studio works to practice sustainable initiatives within our everyday environments and design projects focusing on becoming more resourceful, resilient, or regenerative. Our working environment focuses on energy efficiencies, paperless design processes, low-carbon footprint practices and employee well-being programs. Within the practice, process, and product of design, the team at RSM Design feels strongly about our commitment to improve sustainable methodologies. Our commitment spans from locally sourced material specifications to fabrication partners that promote positive recycling, disposal, smart start design strategies, and healthy building practices. Our leadership team is certified as LEED Green Associates, WELL Building, FITWELL or U.S Green Building Council experts.

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# Professional Fees

## SCHEDULE OF FEES

PHASE 1: DISCOVERY & VISION	\$10,000
PHASE 2: CONCEPT DESIGN	\$14,500
PHASE 3: SCHEMATIC DESIGN	\$10,000
PHASE 4: DESIGN DEVELOPMENT/ BID PACKAGE	\$9,500
<i>SUB TOTAL</i>	<i>\$44,000</i>
PHASE 5: BIDDING	\$2,000 (ESTIMATED, BILLED HOURLY)
ESTIMATED REIMBURSABLE EXPENSES	Included In Phase 1 (\$1,200)

## PAYMENT SCHEDULE

The following is the proposed payment schedule for the project.

- Invoice 1: 100% Discovery/Vision - July 31st (May adjust based on billing cycle)
- Invoice 2: 100% Concepts - September 1 (May adjust based on billing cycle)
- Invoice 3: 100% SD + 50% DD/Bid Docs - October 1 (May adjust based on billing cycle)
- Invoice 4: 50% Bid Docs - November 1 (May adjust based on billing cycle)
- Invoice 5: hourly Bidding - January 1, 2026 (May adjust based on billing cycle)

## ADDITIONAL SCOPE ITEMS

CITY SUBMITTALS	\$5,000 (ESTIMATED, BILLED HOURLY)
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## MEETINGS SUMMARY

As noted in the phase description, RSM Design will attend the following meetings:

- Virtual coordination meetings / presentations: Five
- In-person coordination meetings / presentations: One

RSM Design will provide outstanding client services to achieve the best outcome for the project, utilizing all of our expertise located across the multiple RSM Design studios. As needed, a project requirement may arise to use one of our internal specialists (i.e. brand director, technical expert) that is not located within the studio the project is managed through for attendance at milestone presentations or coordination meetings. We bring the best team members to the table for each and every collaboration. The time for these meetings is included in our overall design fees but the cost of travel and travel related expenses for the specialist will be billable as a reimbursable expense. Any meeting / travel expenses are billed separately as a reimbursable expense.

## SCHEDULE

Durations noted in each phase align with the following provided project schedule.

<b>COU Airport Drive Schedule</b>	<b>Date</b>
<b>Notice to Proceed</b>	
<i>Prime</i>	7/7/2025
<i>Subs</i>	7/14/2025
<b>Field Work</b>	
<i>Surveys and Mapping</i>	7/18/2025
<i>Field Recon &amp; Wayfinding Discovery</i>	7/30/2025
<b>Design</b>	
<i>Wayfinding Concepts</i>	8/13/2025
<i>Wayfinding Schematic &amp; Design Plans</i>	8/27/2025
<b>Bid Period</b>	
<i>Bid Project</i>	9/11/2025
<i>Pre-Bid Meeting</i>	9/25/2025
<i>Open Bids</i>	10/9/2025

## PAYMENT + EXPENSES

RSM Design will invoice for percentages of project fees upon completion at each milestone phase work. JPG formatted PDF files will be presented to the team for review and comment at each stage

of work. It is RSM Design's policy to only release high-resolution original and final files, artwork, or production files upon receipt of all outstanding invoices.

RSM Design bills for time, materials, and expenses for all projects. RSM Design's standard billing procedure is to provide itemized monthly invoices at the first of each month. Invoices are due net 30 days. RSM Design will make every effort to accommodate special billing requirements if necessary. RSM Design's hourly fees are:

<b>PRINCIPAL / DIRECTOR</b>	<b>\$260.00 PER HOUR</b>
<b>ASSOCIATES</b>	<b>\$220.00 PER HOUR</b>
<b>DESIGN / PRODUCTION</b>	<b>\$185.00 PER HOUR</b>

RSM Design rates are subject to change with notice.

For the purposes of calculating monthly charges, typical reimbursable expenses include, but are not limited to, the following:

- travel / meeting expenses
- in-house and external printing expenses
- parking and mileage at standard rate established by federal government
- postage / messenger / express shipping

These charges will not be itemized on individual invoices unless requested in writing by the client. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above.

## **ADDITIONAL SERVICES**

If additional work or scope is requested, RSM Design will prepare an additional service proposal, for approval by the client team, prior to any work starting.

**EXHIBIT II**  
**5/30/2025**  
**TO BE PROVIDED BY THE OWNER**  
**FOR**  
**CONSULTING/DESIGN SERVICES: AIRPORT DRIVE**  
**AT**  
**COLUMBIA REGIONAL AIRPORT**

**SERVICES PROVIDED BY THE OWNER**

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

1. The City will provide ESAL's on Airport Drive accounting for future construction traffic loads.
2. Issue Notices to Air Missions (NOTAM's) through the applicable FAA Flight Service Station, as applicable.
3. The Owner shall make available to Consultant all available pertinent information that it may have in its possession or to which it may have access that is applicable to the current Scope of Work including mapping information. Consultant shall be entitled to rely on information provided by or on behalf of the Owner without independent investigation.
4. The Owner shall appoint a representative to whom Consultant will report and from whom Consultant will receive instruction and authorization.
5. The Owner shall arrange for right of access to all properties as required during the execution of the work.
6. The Owner will provide for the services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.
7. The Owner shall provide title work necessary for easement or property acquisition.
8. The Owner shall obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
9. The Owner shall provide prompt written notice to the Consultant whenever the Owner observes or knows of any development that affects the scope or timing of the Consultant's work.
10. The Owner shall provide an electronic format of the front end construction documents used by the Owner.
11. The Owner shall pay all publishing cost for advertisements of notices, public hearings and other similar items.
12. The Owner shall coordinate utility relocations with contractor during construction.
13. The Owner shall provide guidance for assembling bid package to meet Owner's bid letting requirements.

**END OF SERVICES PROVIDED BY THE OWNER**

EXHIBIT III  
5/30/2025 DERIVATION OF CONSULTANT PROJECT COSTS  
FOR  
CONSULTANTING/DESIGN SERVICES: AIRPORT DRIVE  
AT  
COLUMBIA REGIONAL AIRPORT

Service	Associate 16 \$2741	Associate 14 \$267	Staff 11 \$208	Assistant 8 \$145	Labor Hours	Fee
1. Surveys and Mapping						
Drone Survey						\$22,000
Interface Management		4	12		16	\$3,564
2. Field Reconnaissance						
Site Visit	8	8	8		24	\$5,968
3. Geotech Analysis and Recommendations						
TSI Geotechnical (Sub)						\$12,092
Interface Management	2	8			10	\$2,678
4. Prepare Preliminary Plans						
Title		2	4	8	14	\$2,526
General Notes		2	4	8	14	\$2,526
Summary of Quantities		4	12	32	48	\$8,204
Typical Sections		4	12	12	28	\$5,304
Plan Sheets		8	24	48	80	\$14,088
Standard Details		2	12	16	30	\$5,350
Signing and Pavement Markings		2	12	40	54	\$8,830
Erosion Control Standards		1	4	8	13	\$2,259
RRFB Plan and Details		2	8	16	26	\$4,518
Maintenance of Traffic Plans and Standards		2	4	12	18	\$3,106
Cost Opinion	2	6	6		14	\$3,392
5. Final Plans, Specifications, and Cost Opinion						
Finalize Plans		4	20	40	64	\$11,028
Develop Specs	2	8	40	8	58	\$12,158
Cost Opinion		4	8		12	\$2,732
6. Utility Interface Management						
Preliminary and Pre-Construction	2	8	12		22	\$5,174
7. Bid Period Services						
Pre-Bid Agenda and Minutes	16	16			32	\$8,608
8. Meetings and Consultation						
Monthly Status Report		6			6	\$1,602
Three meetings (virtual)	6	9			15	\$4,029
9. Wayfinding Signage						
RSM Design (Sub)						\$46,000
<b>Subtotal</b>	<b>38</b>	<b>110</b>	<b>202</b>	<b>248</b>	<b>598</b>	<b>\$197,736</b>
Expenses						
Technology Charge						\$5,950
Travel - Mileage						\$600
Printing						\$500

**TOTAL**      **\$204,786**



## Exhibit IV

The City of Columbia receives federal funding from the FAA for its operation of the Columbia Regional Airport. Therefore, Contractor shall comply with the following additional requirements.

### **COLUMBIA REGIONAL AIRPORT (COU)**

### **FAA FEDERAL CONTRACT PROVISIONS**

### **BURNS AND MCDONNELL ENGINEERING CO., INC. AGREEMENT**

These terms and conditions are an exhibit of an agreement between the City of Columbia, Missouri, owners and operators of the Columbia Regional Airport (hereinafter "Owner" or "Sponsor") and Burns and McDonnell Engineering, Co., Inc. at Columbia Regional Airport (hereinafter "Contractor").

### **CIVIL RIGHTS - GENERAL**

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

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

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

### **CIVIL RIGHTS – TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY,  
FACILITY OR PROGRAM**

- A. The Contractor himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee,

permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

#### **Title VI List of Pertinent Nondiscrimination Acts**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).