

Airport Name: Columbia Regional Airport  
 Project No.: AIR 196-037A-4  
 County: Boone

## AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Columbia, Missouri (hereinafter, "Sponsor") and BURNS & MCDONNELL ENGINEERING COMPANY, INC. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on 10/11/2019, to accomplish a project at the Columbia Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	<u>\$134,082.39</u>	<u>\$131,034.74</u>	<u>\$265,117.13</u>
Max. Fee Payable	<u>\$165,186.00</u>	<u>\$181,154.00</u>	<u>\$346,340.00</u>

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be **two hundred ten (210)** calendar days. The projected completion date shown on Exhibit VI is now revised to **three hundred thirty (330)**, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **4.13%** of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete **4.26%** of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
<b>TREKK Design Group, LLC 1411 E. 104<sup>th</sup> Street Kansas City, Mo. 64131</b>	<b>Construction Observation</b>	<b>\$7,720.00</b>	<b>\$7,720.00</b>	<b>4.26%</b>

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
TREKK Design Group, LLC	2313 C Industrial Dr., Columbia MO 65202	Construction Observation
Engineering Surveys & Services LLC	1113 Fay St., Columbia MO 65201	Materials Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 20th day of April, 2020.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONSULTANT

Burns & McDonnell Engineering Company  
Inc.

By \_\_\_\_\_

Title: Manager, Aviation Services

SPONSOR

City of Columbia, Missouri

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Title \_\_\_\_\_

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number

55416288 604990 AP140 \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

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

## EXHIBIT II - SA1

### SCOPE OF SERVICES

#### A. DESCRIPTION OF SERVICES TO BE PERFORMED:

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

##### 1. Construction Phase Services Assumptions:

The following assumptions have been established for construction phase services:

- a. The project duration as identified in the Contract Documents indicates the project is to be completed within 60 calendar days from the Contractor's Notice to Proceed.

##### 2. Construction Administration Services – Office Staff:

- a. Develop a Construction Observation Program, (COP). This document will outline the general responsibilities of the Sponsor, the Missouri Department of Transportation (MoDOT), Consultant and Construction Contractor. The document will be developed in accordance to MoDOT Aviation Section requirements. As a minimum, the COP will include the following items:
  1. Name of the person representing the Sponsor who has overall responsibility of contract administration for the project and the authority to take necessary actions to comply with the contract.
  2. Names of testing laboratories and a certificate of accreditation, indicating proficiency in specific test standards.
  3. Names of other engineering firms with quality assurance responsibilities for the project including a description of the services to be provided by each firm.
  4. Listing of qualifications for the Consultant's management team including; Project Manager, site observers, laboratory personnel, and testing personnel.
  5. Listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  6. Procedures for confirming that:
    - (a) Tests are taken in accordance with the approved construction observation program.
    - (b) Tests are documented properly.
    - (c) Corrective actions/retesting are taken for failed tests.
    - (d) Mix designs meet project specifications and Consultant's approval is properly documented.
    - (e) Quality and quantity of materials meet project requirements.
- b. Attend and chair one (1) preconstruction meeting with the Contractor, Sponsor and MODOT to determine detailed project requirements, budget, schedule, phasing and other pertinent matters. This meeting will be attended by the Consultant's Project Manager, and Construction Services Team. Meeting minutes will be prepared by the Consultant and distributed to the contact for each attending company.
- c. Provide coordination with the Sponsor to issue a Notice to Proceed. A copy of the Notice to Proceed and contractor final schedule will be forwarded to MODOT.

- d. Perform shop drawing reviews, material certifications and “Buy American” verifications as received from the Contractor. The Consultant estimates 20 original shop drawings will be reviewed. It is assumed 25% of the initial submittals will need to be resubmitted by the contractor and re-reviewed by the Consultant. It is assumed 3-hours per review (includes administrative processing). As a result, 25 shop drawings are estimated for a total of 75 hours.
  - e. Prepare and provide four copies of the Construction Plans and Project Manual for use by the Contractor during construction.
  - f. Respond to field issues throughout the duration of the project (60 calendar days – approximately 9 weeks). It is assumed this effort will require 5 hours per week for approximately 9 weeks equating to 43 hours.
  - g. Coordinate and review monthly pay estimates and weekly progress reports (field diaries, weather reports, labor reports and equipment reports) as received from the Resident Representative.
  - h. Coordinate and prepare change orders and supplemental agreements for the duration of the project. This effort assumes 1 of these efforts at 8 hours per effort for a total of 8 hours. These documents will comply with MoDOT Guidelines.
  - i. Coordinate and review weekly test reports.
  - j. Project Management: Consultant will provide project management for all phases of construction services throughout the duration of the project. This effort is assumed to require 5 hours per week for a project duration of 9 weeks for a not to exceed total of 45 hours.
  - k. Procure material testing and DBE Construction Observation contract and scope of work.
3. **Construction Phase Services – (60 calendar days):**
- a. Provide a Senior Resident Representative, (SRR) on site for 45 working days for 9 hours per day for 45 days not to exceed a duration of 405 hours. The SSR will be responsible for the following reporting:
    - i. Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the Sponsor and MODOT. A photo log showing the progress of the project will also be included. The weekly Reports will be submitted on a weekly basis to the Sponsor and MODOT.
    - ii. Final Report: At the conclusion of the project, the Consultant shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The reports shall include the pay reductions applied and justification of accepting any out-of-tolerance materials.

- b. Part-time Construction Observation Assistance: See Section B.6. Subconsultant Construction Observation Services (DBE).
- c. Perform periodic site visits from the design team members for the following activities:
  - (1) Trip No. 1: Observe the initial placement of P-209 operations. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
  - (2) Trip No. 2: Concrete Placement. This trip will be used to observe and assist the Resident Representative on the first day of concrete placement. This trip will be conducted by the Senior Civil Engineer. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
  - (3) Trip No. 3: Pre-Final Punch List. The Consultant will prepare the pre-final project punch list. This trip will be performed by the Senior Civil Engineer. The duration of this trip will be 8 hours. An additional 4 hours will be utilized for pre-trip preparation and post-trip documentation. The total hours allocated for this effort will not exceed 12.
- 4. **Construction Closeout:** This includes activities for providing a final project walk through, project closeout documentation and creating a record set of drawings conforming to construction records drawings. The specific elements of work include:
  - a. Final Project Punch List and Walk Through: The Consultant will prepare the Final project punch list. A final walk through will be performed by the Sponsor, MODOT (if available) and members of the Consultant's Team.
  - b. Engineering Record Drawings: The Consultant will prepare the Conforming to Construction Record drawings of the project. These drawings will be developed from documentation created by the Contractor and Consultant throughout the duration of the project. An electronic (pdf) set of drawings will be provided to the Sponsor and MODOT for their records.
  - c. Final Construction Report: The Consultant will prepare and submit to the Sponsor and MODOT a final construction report in accordance with the MoDOT Aviation Section requirements. DBE Compliance Report Coordination: Assistance to City staff as required to provide project documentation for DBE Compliance during project closeout. These documents will be provided to MODOT within 90 calendar days after project final acceptance.
  - d. Prepare and submit an as built Airport Layout Drawing only.
  - e. Prepare and submit an updated signage and pavement marking plan. A copy will also be forwarded to the FAA 139 Inspector.
  - f. Prepare and submit a dimensional drawing of all the new facilities resulting from the Taxilane C2 project for the purposes of updating the Airport Diagram.

5. **Subconsultant Material Testing:** The Consultant will provide, through the services of a certified and accredited material testing laboratory, all quality assurance testing in accordance with the Contract Documents.
6. **Subconsultant Construction Observation Services (DBE):** The DBE subconsultant will provide construction observation support during concrete paving operations.

**B. ESTIMATED TIME OF COMPLETION:**

1. The time to complete the Scope of Services for items identified in Section B of this Scope of Work is estimated at Two Hundred Ten (210) calendar days from the contractor's Notice to Proceed.

**END OF SOW**



**EXHIBIT IV - SA1**

**DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)**

EXHIBIT IV - SA1 SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 TAXILANE C2 RECONSTRUCTION AND EXTENSION AND APRON EXPANSION  
 C-Services for Taxilane C2 Reconstruction and Extension and Apron Expansion  
 Columbia Regional Airport  
 BASIC & SPECIAL SERVICES  
 January 23, 2020

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	3.00	\$ 70.00	\$ 210.00	\$ -	\$ -
Project Manager	49.00	\$ 56.00	\$ 2,744.00	\$ -	\$ -
Sr. Civil Eng.	47.00	\$ 45.00	\$ 2,115.00	\$ -	\$ -
Staff Civil Eng.	150.00	\$ 39.00	\$ 5,850.00	\$ -	\$ -
Sr. Electrical Eng.	25.00	\$ 54.00	\$ 1,350.00	\$ -	\$ -
Staff Electrical Eng.	36.00	\$ 44.50	\$ 1,602.00	\$ -	\$ -
Sr. Planner	12.00	\$ 38.00	\$ 456.00	\$ -	\$ -
Geotech Eng.	16.00	\$ 57.00	\$ 912.00	\$ -	\$ -
Resident Observer	415.00	\$ 45.00	\$ 18,675.00	\$ -	\$ -
Sr. Architect	0.00	\$ 49.00	\$ -	\$ -	\$ -
Sr. Tech	12.00	\$ 35.00	\$ 420.00	\$ -	\$ -
Staff Tech.	35.00	\$ 30.00	\$ 1,050.00	\$ -	\$ -
Clerical	84.00	\$ 21.00	\$ 1,764.00	\$ -	\$ -
Total Hours	884.00				
Total Direct Salary Costs			\$ 37,148.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	220.67%	\$ 81,974.49			
b. Percentage of Direct Salary Cost: (Field Rate)	220.67%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	

3 SUBTOTAL

**Summary of Items No. 1 and No. 2 (a,b,c,d):** \$ 119,122.49 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 11,912.25 \$ - \$ -

5 SUBTOTAL

**Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee)** \$ 131,034.74 \$ - \$ -

EXHIBIT IV - SA1 SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 TAXILANE C2 RECONSTRUCTION AND EXTENSION AND APRON EXPANSION  
 C-Services for Taxilane C2 Reconstruction and Extension and Apron Expansion  
 Columbia Regional Airport  
 BASIC & SPECIAL SERVICES  
 January 23, 2020

6 OUT OF POCKET EXPENSES

<b>OFFICE</b>	No. of Units	Units	Cost/Unit					
Travel: Mileage	6,300.00	Miles	\$ 0.580	\$	3,654.00			
Food: Per Diem	53.00	Per Day	\$ 51.00	\$	2,703.00			
Lodging: Per Diem (incl. taxes)	45.00	Per Day	\$104.13	\$	4,685.85			
Rental Vehicle	0.00	Days	\$ 65.00	\$	-			
Airline	0.00	Hour	\$ 0.00	\$	-			
Printing, Shipping & Misc.				\$	2,156.41			
<b>Subtotal</b>				<b>\$</b>	<b>13,199.26</b>	<b>\$</b>	<b>-</b>	<b>\$</b> <b>-</b>

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

**\$ 13,199.26 \$ - \$ -**

7 SUBCONSULTANTS

Material Testing: ESS	\$	-	\$	-	\$	29,200.00
Construction Observation Services: TREKK	\$	-	\$	-	\$	7,720.00
<b>Subtotal (Not to Exceed)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>36,920.00</b>

8 MAXIMUM TOTAL FEE

**Subtotal \$ 144,234.00 \$ - \$ 36,920.00**

<b>TOTAL (Not to Exceed)</b>	<b>\$</b>	<b>181,154.00</b>
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EXHIBIT IV - SA1 SUMMARY

**EXHIBIT V - SA1**

**ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN**

EXHIBIT V - SA1 SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 TAXILANE C2 RECONSTRUCTION AND EXTENSION AND APRON EXPANSION  
 C-Services for Taxilane C2 Reconstruction and Extension and Apron Expansion  
 Columbia Regional Airport  
 BASIC & SPECIAL SERVICES  
 January 23, 2020

		Principal	Project Manager	Sr. Civil Eng.	Staff Civil Eng.	Sr. Electrical Eng.	Staff Electrical Eng.	Sr. Planner	Geotech Eng.	Resident Observer	Sr. Architect	Sr. Tech	Staff Tech.	Quality Control Reviewer	Other Costs	
Gross Hourly Rates		\$ 246.92	\$ 197.53	\$ 158.73	\$ 137.57	\$ 190.48	\$ 156.97	\$ 134.04	\$ 201.06	\$ 158.73	\$ 172.84	\$ 123.46	\$ 105.82	\$ 74.07		
<b>BASIC SERVICES</b>																
	1	Construction Administration (Office)	3.0	42.0	11.0	117.0	18.0	24.0	0.0	16.0	8.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 45,627.84	\$ 740.75	\$ 8,296.37	\$ 1,746.05	\$ 16,095.39	\$ 3,428.60	\$ 3,767.23	\$ -	\$ 3,216.96	\$ 1,269.85	\$ -	\$ -	\$ -	\$ -	\$ 1,881.40
	2	Construction Phase Services (Field)	0.0	0.0	36.0	0.0	0.0	0.0	0.0	0.0	405.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 81,235.87	\$ -	\$ -	\$ 5,714.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,286.32	\$ -	\$ -	\$ -	\$ -	\$ 10,494.46
	3	Construction Closeout	0.0	7.0	0.0	33.0	7.0	12.0	12.0	0.0	2.0	0.0	12.0	35.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 17,370.29	\$ -	\$ 1,382.73	\$ -	\$ 4,539.73	\$ 1,333.35	\$ 1,883.62	\$ 1,608.48	\$ -	\$ 317.46	\$ -	\$ 1,481.50	\$ 3,703.74	\$ -	\$ 823.40
<b>PART A SUBTOTAL</b>		<b>\$ 144,234.00</b>														
<b>SPECIAL SERVICES</b>																
	1	Material Testing: ESS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 29,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,200.00
	2	Construction Observation Services: TREKK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 7,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,720.00
<b>PART B SUBTOTAL</b>		<b>\$ 36,920.00</b>														
<b>PART A &amp; PART B TOTAL</b>		<b>\$ 181,154.00</b>														

(1) Mileage, Motel & Meals      (3) Computer Services      (5) Miscellaneous Items      Note: Subconsultant Costs (as used) are identified as a Special Services Task.  
 (2) Equipment, Materials & Supplies      (4) Vendor Services