

Airport: Columbia Regional Airport

Airport Name: Columbia Regional Airport
Project No.: RFQ 204/2022
County: Boone

AVIATION PROJECT CONSULTANT AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI
And
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
For
Design of the Repurposed AFSS Building

THIS AGREEMENT is entered into by Burns & McDonnell Engineering Company, Inc. (hereinafter the "Consultant"), and the City of Columbia, Missouri (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 "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (19)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

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

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

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (19)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "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.

(H) "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.

(I) "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.

(J) "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.

(K) "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.

(L) "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.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

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

this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II 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 II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost 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 III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

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

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of

this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor

(B) Without limiting the foregoing, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction 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 II.

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

at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

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

(7) 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 Three Hundred Twenty Two Thousand, Five Hundred Fifty Dollars, (**\$322,550.00**), which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, 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 man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, 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 IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", 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.

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

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

9. 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.

(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. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(8) PERIOD OF SERVICE:

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

(B) The 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 VI 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.

(9) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one

hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(10) 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 (l) of the clause, entitled "communication" shall read as follows: "(l) 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, in data files compatible with AutoCAD 2020 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.

(11) 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 (19) 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 (11)(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 (11)(C) and (D).

(F) Notwithstanding Subsections (11)(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.

(12) 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.

(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, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(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 (16)(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 (16)(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) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant 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 Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, 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.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by

the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant 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.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. 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);
2. 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);

3. 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);

4. 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;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (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);

8. Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;

11. 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. at 74087 to 74100); and

12. 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.*).

(17) 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.

(18) 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 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.

(19) 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:

Airport: Columbia Regional Airport

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

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Jason Fuehne, Project Manager		
CONSULTANT'S NAME	Burns & McDonnell Engineering Co., Inc.		
CONSULTANT'S ADDRESS	9400 Ward Parkway, Kansas City, MO 64114		
PHONE	816-333-9400	FAX	
E-MAIL ADDRESS	jfuehne@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.

(20) 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.

(21) 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.

(22) 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.

(23) 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.

(24) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(25) 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.

(26) 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.

(27) City is subject to the 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.

(28) 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.

(29) 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.

(30) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: 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.

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

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit III: Services Provided by the Sponsor.

Airport: Columbia Regional Airport

- (D) Exhibit IV: Derivation of Consultant Project Costs.
- (E) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (F) Exhibit VI: Performance Schedule
- (G) Exhibit VII: Work Authorization Affidavit
- (H) Exhibit VIII: Certificate of Insurance

Airport: Columbia Regional Airport

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


Executed by the **Consultant** the 23rd day of March, 2023.

Executed by the **Sponsor** the _____ day of _____, 20____.


CITY OF COLUMBIA, MISSOURI

By: 
Name: Cale Turner
Title: Purchasing Agent
Date: 4/27/2023


APPROVED AS TO FORM:


By:  by RGT
Nancy Thompson, City Counselor/kmm kw

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

By: 
Director of Finance RKB
55416288-604990, AP111 DET

BURNS & McDONNELL ENGINEERING COMPANY, INC.

By: 
Date: March 23, 2023

ATTEST:
By: 
Name: March 23, 2023

Airport: Columbia Regional Airport

Exhibit I: Project Description

EXHIBIT 1
12/07/2022
PROJECT DESCRIPTION
FOR
ENGINEERING/DESIGN SERVICES: REPURPOSE THE AUTOMATED FLIGHT SERVICES STATION (AFSS)
BUILDING FOR THE AIRPORT ADMINISTRATION, RENTAL CAR, AND TSA
AT
COLUMBIA REGIONAL AIRPORT

A. PROJECT NAME:

1. **Project Name:** Repurpose the Automated Flight Services Station (AFSS) Building for the Airport Administration, Rental Car and TSA at Columbia Regional Airport (COU) in Columbia, Missouri.
2. **Description of Improvements:** The proposed location of improvements are shown in Figures No. 1 and No. 2. The description of planned improvements is described herein as follows:
 - a. Selective demolition of the existing Automated Flight Services Station (AFSS) Building located at 11400 S. Airport Drive.
 - b. Remediation of the existing structure and new construction to support the program and operations for the repurposing of the AFSS to include the following:
 - i. Rental Car Leased Area (1,200 SF)
 - ii. Rental Car Queue Area (600 SF)
 - iii. Airport Administration (4,550 SF)
 - iv. TSA Offices (1,800 SF)
 - v. Nonpublic Circulation (2,600 SF)
 - vi. FAA Server Space (500 SF)
 - vii. Total Program Area (11,250 SF)
 - viii. Exterior Modifications
 - ix. AFSS Parking Area and Driveway Remediation



Figure 1 – Project Site Map

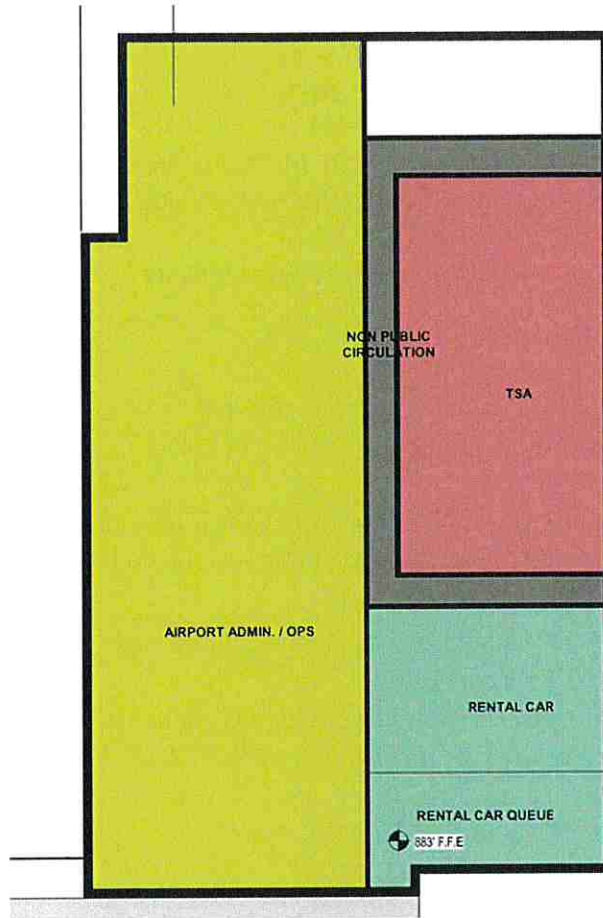


Figure 2 – Preliminary Conceptual Project Floorplan

END OF PROJECT DESCRIPTION

Airport: Columbia Regional Airport

Exhibit II: Scope of Services

EXHIBIT II
12/07/2022
SCOPE OF SERVICES
FOR
ENGINEERING/DESIGN SERVICES: REPURPOSE THE AUTOMATED FLIGHT SERVICES STATION (AFSS)
BUILDING FOR THE AIRPORT ADMINISTRATION, RENTAL CAR, AND TSA
AT
COLUMBIA REGIONAL AIRPORT

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. Preliminary Design Phase: This phase includes activities for defining the scope of the project and establishing preliminary requirements. The elements of work for this task include:
 - a. Perform onsite visual observations to assess existing conditions and determine the extent of the improvements. Attendees for the CONSULTANT include Project Manager, Architect and the Lead Engineers for Civil, Structural, Mechanical and Electrical.
 - b. Obtain field measurements and develop model for the existing structure and site.
 - c. Prepare Scope of Work for Environmental. In general, the work will include:
 1. Lead Assessment
 2. Asbestos Assessment
 3. Mercury Assessment
 4. Report/Recommendations
 - d. Prepare Scope of Work for Geotechnical. In general, the work will include:
 1. Geotechnical exploratory investigation including three (3) pavement cores / borings within the parking lot footprint.
 2. Perform laboratory tests on soil samples obtained from the work area. Tests to include the following:
 - a. Moisture Content
 - b. Dry Unit Weight
 - c. Sieve Analysis
 - d. Atterberg Limits
 - e. Unconfined Compression
 - f. Swell Pressure
 - g. Consolidation

the Design Development phase is complete will be considered a change in scope and require additional time and fees.

- c. Prepare a Missouri Department of Natural Resources (MoDNR) Erosion Control Permit & Construction Storm Water Pollution Prevention Plan (SWPPP), as applicable.
- d. It is assumed that a waiver for stormwater detention will be accepted because there will be no new impervious areas being included as part of the Project.
- e. Prepare project technical specifications.
- f. Prepare Standard SPONSOR front-end documents outlining bid procedures and processes in accordance with City of Columbia procurement requirements.
- g. Revise the preliminary cost estimate for the final engineer's estimate of probable cost.
- h. Revise the preliminary construction schedule.
- i. Prepare the final Construction Safety and Phasing Plan (CSPP).
- j. Perform an internal Quality Review by the designers of the project.
- k. Perform an internal Quality Review by the independent senior level review team.
- l. Revise drawings and specifications per internal Quality Review comments.
- m. Stakeholder Meetings (2 Total) with the SPONSOR with two (2) representatives of the CONSULTANT's team to discuss the project parameters and phasing of the work with representatives for the SPONSOR, Airport, TSA, Rental Car vendors and any other relevant stakeholders. These meetings will be held at approximately the 30% and 90% design levels.
- n. SPONSOR 90% Review: Submitted documents will include:
 - 1. Electronic set of the project manual (including specifications).
 - 2. Electronic set of full-size contract drawings.
- o. Revise 90% contract documents per SPONSOR review comments and resubmit to SPONSOR for bidding. Provide an electronic copy of project manual and construction drawings to SPONSOR for filing and use for distribution to bidders.

3. Bidding & Construction Award Phase: This phase will include basic services to assist the SPONSOR with bidding of the contract documents and award of the bid, including the following activities:
 - a. Assist SPONSOR with advertising of the project.
 - b. Attend and conduct a pre-bid meeting with the SPONSOR and interested bidders. Attendees for the CONSULTANT will include the Project Manager and Architect.
 - c. Prepare any Addenda for the Project advertisement.
 - d. Respond to questions during the bidding phase.
 - e. Attend the bid opening and tabulate bids, analyze, and provide recommendations to the SPONSOR. The recommendation letter will address the following items:
 1. Bid Date.
 2. Summarized bid tabulation.
 3. Evaluation of unit price extensions and total base bids.
 4. Addendums and acknowledgements.
 5. Additional insured cost, if any.
 6. DBE utilization, DBE Letter of Intent, DBE goal, and Good Faith Effort (GFE), review of GFE for compliance with the Sponsor's approved program.
 7. Buy American compliance.
 8. Tentative list of subcontractors.
 9. Confirm Bidders signatures.
 10. Bid Guarantee.
 11. Prequalification requirements, if any.
 12. Pre-Bid meeting.
 13. Review of contractor qualifications.
 14. Debarment list verification.
 15. Recommendation of award.
 - f. Assist SPONSOR with preparing contract documents.
4. CONSTRUCTION PHASE SERVICES: This work will be determined upon completion of the project design. Construction Phase Services are not provided in this Scope of Work.

B. ASSUMPTIONS

The following are assumed to be true for this project:

1. Available reports and record documents previously prepared by SPONSOR and/or others that pertain to the proposed project area will be provided to the Consultant. The CONSULTANT will field survey the accuracy of this data and notify the SPONSOR where inconsistencies are found.
2. Scope of work for Hazardous Materials assessment is performed by others under separate contract by the City.
3. No Hazardous Material will be encountered on the site.
4. Any Hazardous Material encountered will be removed by the SPONSOR at the SPONSOR's expense.
5. The sanitary sewer line will gravity flow to its connection at an existing sewer main.
6. All required utilities are readily available and have the capacity to service the facility.
7. No LEED certification is required for the facility.
8. No Seismic Retrofits are necessary for the facility.
9. No roof improvements are necessary for solar.
10. SPONSOR will coordinate removal of all owned antennae / comm systems.
11. SPONSOR will coordinate insurance inspections and requirements with FM Global or the like.
12. The structure is assumed to be structurally sound and minimal structural modifications would be necessary to bring the building up to current code, as applicable. The CONSULTANT will observe the structural components of the existing structure during preliminary design. If structural deficiencies are encountered, the CONSULTANT and SPONSOR will negotiate additional design scope necessary to correct the deficiencies.

END OF SCOPE OF BASIC SERVICES

Airport: Columbia Regional Airport

Exhibit III: Services Provided by the Sponsor

EXHIBIT III
12/07/2022
SERVICES PROVIDED BY THE SPONSOR
FOR
ENGINEERING/DESIGN SERVICES: REPURPOSE THE AUTOMATED FLIGHT SERVICES STATION (AFSS)
BUILDING FOR THE AIRPORT ADMINISTRATION, RENTAL CAR, AND TSA
AT
COLUMBIA REGIONAL AIRPORT

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. 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.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project and location.
5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Air Missions (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) construction goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Upon Consultant's completion of Preparation of Scope of Work for Environmental (Exhibit II, Section A.1.c), Sponsor to shall procure third party to perform the Environmental / Hazardous Materials assessments under separate contract with the Sponsor.
10. Remove any hazardous materials from the premises as identified during the third party Environmental / Hazardous Materials assessments performed under separate contract with the Sponsor. Removal of hazardous materials shall be at the Sponsor's expense.
11. Sponsor shall coordinate removal of all owned antennae / comm systems.
12. Sponsor will coordinate insurance inspections and requirements with Sponsor's insurance provider such as FM Global or the like.

END OF SERVICES PROVIDED BY THE SPONSOR

Airport: Columbia Regional Airport

Exhibit IV: Derivation of Consultant Project Costs

SUMMARY EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

Repurpose AFSS - COU
 Design & Bidding Services
 Columbia, Missouri
 BASIC & SPECIAL SERVICES
 December 7, 2022

1 DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HR</u>	<u>COST (\$)</u>		
			<u>Office</u>	<u>Field</u>	<u>Contract</u>
Principal	8.00	\$ 75.00	\$ 600.00	\$ -	\$ -
Project Manager	55.00	\$ 58.00	\$ 3,190.00	\$ -	\$ -
Sr. Civil Engineer	14.00	\$ 48.00	\$ 672.00	\$ -	\$ -
Staff Civil Engineer	103.00	\$ 40.00	\$ 4,120.00	\$ -	\$ -
Assistant Civil Engineer	24.00	\$ 36.00	\$ 864.00	\$ -	\$ -
Sr. Electrical Engineer	88.00	\$ 50.00	\$ 4,400.00	\$ -	\$ -
Staff Electrical Engineer	53.00	\$ 44.00	\$ 2,332.00	\$ -	\$ -
Sr. Technician	116.00	\$ 38.00	\$ 4,408.00	\$ -	\$ -
Staff Technician	520.00	\$ 32.00	\$ 16,640.00	\$ -	\$ -
Geotechnical Engineer	16.00	\$ 58.00	\$ 928.00	\$ -	\$ -
Sr. Estimator	28.00	\$ 56.00	\$ 1,568.00	\$ -	\$ -
Quality Control Reviewer	128.00	\$ 60.00	\$ 7,680.00	\$ -	\$ -
Senior Structural Engineer	112.00	\$ 65.00	\$ 7,280.00	\$ -	\$ -
Staff Structural Engineer	45.00	\$ 52.00	\$ 2,340.00	\$ -	\$ -
Senior Mechanical Engineer	76.00	\$ 52.00	\$ 3,952.00	\$ -	\$ -
Staff Mechanical Engineer	61.00	\$ 48.00	\$ 2,928.00	\$ -	\$ -
Senior Architect	188.00	\$ 65.00	\$ 12,220.00	\$ -	\$ -
Staff Architect	93.00	\$ 45.00	\$ 4,185.00	\$ -	\$ -
Senior Fire Protection Specialist	35.00	\$ 60.00	\$ 2,100.00	\$ -	\$ -
Senior Environmental Specialist	24.00	\$ 55.00	\$ 1,320.00	\$ -	\$ -
Clerical	6.00	\$ 28.00	\$ 168.00	\$ -	\$ -
Total Hours	1,793.00				
Total Direct Salary Costs			\$ 83,895.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	224.89%	\$ 188,671.47		
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3 SUBTOTAL

<i>Summary of Items No. 1 and No. 2 (a,b,c):</i>		\$ 272,566.47	\$ -	\$ -
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4 PROFIT/FIXED FEE:

Percentage:	10.00%	\$ 27,256.65	\$ -	\$ -
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5 SUBTOTAL

<i>Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee)</i>		\$ 299,823.11	\$ -	\$ -
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6 OUT OF POCKET EXPENSES

<u>OFFICE</u>	<u>No. of Units</u>	<u>Units</u>	<u>Cost/Unit</u>			
Travel: Mileage	1,320.00	Miles	\$ 0.580	\$ 765.60		
Food: Per Diem	11.00	Per Day	\$ 59.00	\$ 649.00		
Printing, Shipping & Misc.				\$ 3,312.29		
Subtotal				\$ 4,726.89	\$ -	\$ -
<i>Summary of Out of Pocket Expenses: (Not to Exceed)</i>				\$ 4,726.89	\$ -	\$ -

7 SUBCONSULTANTS

TSI		\$ -	\$ -	\$ 9,500.00
ES&S		\$ -	\$ -	\$ 8,500.00
Subtotal (Not to Exceed)		\$ -	\$ -	\$ 18,000.00

8 MAXIMUM TOTAL FEE

Subtotal		\$ 304,550.00	\$ -	\$ 18,000.00
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TOTAL (Not to Exceed)		\$ 322,550.00		
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Airport: Columbia Regional Airport

Exhibit V: Engineering Basic and Special Services – Cost Breakdown

SUMMARY EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN
 Repurpose AFSS - COU
 Design & Bidding Services
 Columbia, Missouri
 BASIC & SPECIAL SERVICES
 December 7, 2022

	Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Assistant Civil Engineer	Sr. Electrical Engineer	Staff Electrical Engineer	Sr. Technician	Staff Technician	Geotechnical Engineer	Sr. Estimator	Quality Control Reviewer	Senior Structural Engineer	Staff Structural Engineer	Senior Mechanical Engineer	Staff Mechanical Engineer	Senior Architect	Staff Architect	Senior Fire Protection Specialist	Senior Environmental Specialist	Clerical	Other Costs	
Gross Hourly Rates	\$ 268.03	\$ 207.28	\$ 171.54	\$ 142.95	\$ 128.66	\$ 178.69	\$ 157.25	\$ 135.80	\$ 114.36	\$ 207.28	\$ 200.13	\$ 214.43	\$ 232.30	\$ 185.84	\$ 185.84	\$ 171.54	\$ 232.30	\$ 160.82	\$ 214.43	\$ 196.56	\$ 100.07		
BASIC SERVICES																							
1	Preliminary Design	8.0	24.0	12.0	20.0	0.0	16.0	8.0	42.0	92.0	16.0	16.0	4.0	20.0	0.0	16.0	4.0	42.0	4.0	12.0	24.0	4.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ 67,300.00	\$ 2,144.27	\$ 4,974.72	\$ 2,058.50	\$ 2,859.03	\$ -	\$ 2,859.03	\$ 1,257.97	\$ 5,703.77	\$ 10,521.24	\$ 3,316.48	\$ 3,202.12	\$ 857.71	\$ 4,645.93	\$ -	\$ 2,973.39	\$ 686.17	\$ 9,756.45	\$ 643.28	\$ 2,573.13	\$ 4,717.40	\$ 400.26	\$ 1,149.15
2	Design Phase	0.0	5.0	2.0	78.0	24.0	72.0	40.0	74.0	420.0	0.0	12.0	124.0	92.0	40.0	60.0	52.0	126.0	84.0	19.0	0.0	2.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ 220,650.00	\$ -	\$ 1,036.40	\$ 343.08	\$ 11,150.22	\$ 3,087.75	\$ 12,865.64	\$ 6,289.87	\$ 10,049.50	\$ 48,031.74	\$ -	\$ 2,401.59	\$ 26,589.00	\$ 21,371.26	\$ 7,433.48	\$ 11,150.22	\$ 8,920.18	\$ 29,269.34	\$ 13,508.93	\$ 4,074.12	\$ -	\$ 200.13	\$ 2,877.53
3	Bidding and Construction Award	0.0	26.0	0.0	5.0	0.0	0.0	5.0	0.0	8.0	0.0	0.0	0.0	0.0	5.0	0.0	5.0	20.0	5.0	4.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ 16,600.00	\$ -	\$ 5,389.28	\$ -	\$ 714.76	\$ -	\$ -	\$ 786.23	\$ -	\$ 914.89	\$ -	\$ -	\$ -	\$ -	\$ 929.19	\$ -	\$ 857.71	\$ 4,645.93	\$ 804.10	\$ 857.71	\$ -	\$ -	\$ 700.21
PART A SUBTOTAL		\$ 304,550.00																					
SPECIAL SERVICES																							
1	Topographical Survey	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	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00
2	Geotechnical	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	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,500.00
PART B SUBTOTAL		\$ 18,000.00																					
PART A & PART B TOTAL		\$ 322,550.00																					

- (1) Mileage, Motel & Meals
- (2) Equipment, Materials & Supplies
- (3) Computer Services
- (4) Vendor Services
- (5) Miscellaneous Items

SUMMARY EXHIBIT V

Airport: Columbia Regional Airport

Exhibit VI: Performance Schedule

EXHIBIT VI
12/07/2022
PERFORMANCE SCHEDULE
FOR
ENGINEERING/DESIGN SERVICES: REPURPOSE THE AUTOMATED FLIGHT SERVICES STATION (AFSS)
BUILDING FOR THE AIRPORT ADMINISTRATION, RENTAL CAR, AND TSA
AT
COLUMBIA REGIONAL AIRPORT

A. ESTIMATED TIME OF COMPLETION:

1. The time to complete the Scope of Services for Items identified in Exhibit II, Section A.1, A.2, and A.3 is estimated at One Hundred Ninety Four (194) calendar days from the Notice to Proceed (NTP).
2. Table A identifies the planned schedule to complete the Scope of Services for items identified Exhibit II, Section A.1, A.2, and A.3.

TABLE A

Item	Duration (Calendar Days)
Preliminary Design Phase	60 Days from the Notice to Proceed date.
Design Development Phase (30%)	30 Days after completion of preliminary design.
90% Design Phase	45 Days after completion of 30% design review
Final Design Submittal	14 Days after completion of 90% design review
Bidding Phase	45 Days after final design submittal
TOTAL CALENDAR DAYS	194 Days (plus review time)

END OF PERFORMANCE SCHEDULE

Airport: Columbia Regional Airport

Exhibit VII: Work Authorization Affidavit

RFQUAL 204/2022: ENGINEERING/DESIGN SERVICES: REPURPOSE THE AUTOMATED FLIGHT SERVICES STATION (AFSS) BUILDING FOR THE AIRPORT ADMINISTRATION, RENTAL CAR AND TSA

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

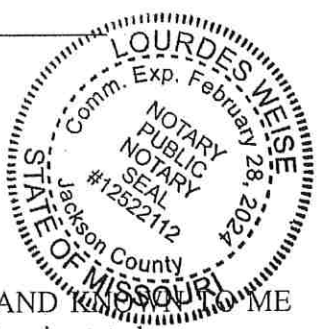
County of Jackson)
)SS.
State of Missouri)

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

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

Kathy Newman
Affiant

Kathy Newman
Printed Name



Personally appeared before me, a Notary Public, within and for the County of Jackson,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWINGLY TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 29th day of August, 2022.

My Commission expires February 28, 2024.

Lourdes Weiser
(Notary Public)

Airport: Columbia Regional Airport

Exhibit VIII: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

12/1/2023

DATE (MM/DD/YYYY)

4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	23035
	INSURER B : Westchester Fire Insurance Company	10030
	INSURER C : Steadfast Insurance Company	26387
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES * CERTIFICATE NUMBER: 19498692 REVISION NUMBER: XXXXXXXX

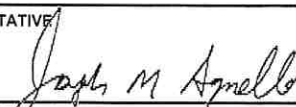
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	TB2-641-432888-472	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS2-641-432888-042	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	G21986410018	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-641-432888-012	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EOC 7042179-02	12/1/2022	12/1/2023	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: DESIGN OF THE REPURPOSED AFSS BUILDING.

CERTIFICATE HOLDER

CANCELLATION

19498692 THE CITY OF COLUMBIA, MISSOURI P.O. BOX 6015 COLUMBIA MO 65205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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