

Airport Name: Columbia Regional Airport
Project No.: _____
County: Boone

AIRPORT MASTERPLAN STUDY AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI
And
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
For
AIRPORT MASTERPLAN STUDY

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

WITNESSETH:

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

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

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

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (18)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

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

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

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

(E) "DELIVERABLES" means all the documents prepared in performance of this Agreement, to be delivered to the Sponsor pursuant to the terms and conditions set out in Section (11) of this Agreement.

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

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

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

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

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

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

(L) "SERVICES" includes the services and the furnishing of deliverables as set forth in Exhibit II.

(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 II of this Agreement.

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

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit 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, which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement, including but not limited to those listed in Exhibit VII. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor.

(B) Without limiting the foregoing, environmental and planning 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 drawings and other services furnished under this Agreement. Consultant will exercise reasonable skill, care, and diligence in the performance of Consultant's services and will carry out its responsibilities in accordance with applicable customarily accepted professional services practices. If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from Sponsor, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's services for the Agreement.

(D) 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.

(E) 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, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

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

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

(8) SUBCONSULTANTS:

(A) All Consultant's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the

work or services covered by this Agreement shall be subcontracted without the prior written approval of Sponsor.

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

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

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

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

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

4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

5. Aircraft Liability Coverage: \$5,000,000 per claim. The policy shall include all instances of aircraft use whether owned, unowned, or hired. Aircraft Liability Coverage requirement shall only be applicable to Subconsultants using aircraft in the performance of their services.

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

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any approved DBE

Subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of one million eight hundred and three thousand two hundred and seventy dollars (**\$1,803,270.00**), which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "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. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

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. This clause applies to both DBE and non-DBE Subconsultants.

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

Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI. 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.
6. Delays in review by third parties unrelated to the Consultant.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

2. The Consultant shall retain its rights in its standard drawing details, 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: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, and/or FAA in data files compatible with AutoCAD 2022 and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to

the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings 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.

(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; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(13) INDEMNIFICATION RESPONSIBILITY:

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

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible.

(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.

(14) INSURANCE:

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

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

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

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

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

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

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

(D) In lieu of the minimum coverage stated in Subsections (14)(C)(1)

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

(E) The Consultant shall, upon request at any reasonable time, provide the Sponsor with ACORD 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) DESIGN AND CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include design or construction phase services.

(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 professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

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

(16) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Boone County,

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

(17) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved. Notwithstanding the foregoing, in no event shall Consultant's rates, build-up of such rates, or services performed on a lump sum basis be subject to audit.

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

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	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	PHONE	573-441-5542
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, Program Manager		
CONSULTANT'S NAME	Burns & McDonnell Engineering Co., Inc.		
CONSULTANT'S ADDRESS	9400 Ward Parkway, Kansas City, MO 64114		
PHONE	816-333-9400	PHONE	816-333-9400
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.

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

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

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(22) SEVERABILITY AND SURVIVAL:

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

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

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

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

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

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

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

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

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

- (A) Exhibit I: Project Description
- (B) Exhibit II: Scope of Services
- (C) Exhibit III: Services Provided by the Sponsor
- (D) Exhibit IV: Derivation of Consultant Project Costs
- (E) Exhibit V: Basic and Special Services – Cost Breakdown
- (F) Exhibit VI: Performance Schedule
- (G) Exhibit VII: Federal Contract Provisions for A/E Agreements

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

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

[Handwritten signature]
9/6/23

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/kmm

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____

[Handwritten signature]

Date: _____

9/5/2023

ATTEST:

By: _____

JASON C. FUENNE

Name: _____

[Handwritten signature]

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 55406210-504023, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____

Matthew Lue, Director of Finance

EXHIBIT 1
07/25/2023
PROJECT DESCRIPTION
FOR
AIRPORT MASTERPLAN STUDY
AT
COLUMBIA REGIONAL AIRPORT

A. PROJECT NAME:

1. **Project Name:** Airport Masterplan Study at the Columbia Regional Airport (COU) in Columbia, Missouri.
2. **Project Description:**

To position their airport to successfully accommodate future growth and optimize economic development opportunities, the City of Columbia, Missouri (Sponsor) has committed to conducting a masterplanning study for the Columbia Regional Airport (COU). This study is funded through the FAA's Airport Improvement Program (AIP), which assists airport sponsors with funding eligible airport improvement projects. This study will assist the Sponsor with understanding the status of the current facility and its ability to continue serving the aviation needs of the City of Columbia and the central Missouri region.

A public involvement program will support the masterplanning effort to assist with public-facing study updates and offer education opportunities regarding the benefits the airport provides to the community. This program is intended to encourage public participation in the planning process and garner valuable input and feedback from airport users.

In addition, a wildlife hazard assessment (WHA) will supplement the planning process to understand potential hazards from local wildlife. This effort aims to identify mitigation options and management techniques that minimize risks to wildlife and airport safety. The WHA will be accompanied with an update to the COU Wildlife Hazard Management Plan.

The masterplan study entails a three-phase approach to document the current airport condition, critical issues, and development constraints; identify future operational needs (demand vs. capacity); then develop an implementation plan to achieve its goals. The initial phase includes developing the project scope, coordinating a kickoff meeting, and performing a site assessment to gather data and inventory existing conditions. This initial effort visually evaluates the existing facility and sets the baseline for future development. The first phase concludes with forecasting future aviation demand that establishes the facility and capacity needs, then submitted to FAA for review and concurrence with the aviation demand forecasts. The study will resume following receipt of FAA concurrence.

The second phase of the planning process involves identifying safety and capacity needs to meet future aviation demand. Inconsistencies or shortfalls between aviation demand and capacity are documented and provide the initial development alternatives needed to satisfy existing and future aviation demand and compliance with FAA safety requirements. Preliminary development alternatives will be created and evaluated for both airside and landside facilities, based on the Goals and Objectives from the initial kickoff meeting, to guide the future improvement options. This phase concludes with the selection of the “preferred” development alternatives that drive the creation of the ALP.

The final phase of the study will conclude with the development of the Airport Layout Plan (ALP), financial feasibility analysis, and facilities implementation plan. The ALP is a comprehensive set of drawings highlighting the critical components that create the current and future airport facility. The drawings will include the existing airport environment, safety areas, approach surfaces, land uses, the “preferred” development alternatives, airport property boundary and legal description, and AGIS obstruction information.

3. A financial feasibility analysis will evaluate the current airport budget to identify opportunities to reduce operating expenses while maximizing revenues with the goal of “self-sufficiency” for the annual operating budget, which is consistent with your federal sponsor assurances. Aviation funding programs available for future development projects will be identified and explained. A facilities implementation plan will be developed that will include the airport capital improvement program as well as indications for initializing future projects.
4. **Project Deliverables:**
 - a. Public Involvement Plan
 - b. Airport Master Plan Report
 - c. Executive Summary Document
 - d. Airport Layout Plans
 - e. Wildlife Hazard Assessment and Wildlife Hazard Management Plan Update
 - f. Exhibit "A" Property Map Update
 - g. Aeronautical Obstruction Survey

END OF PROJECT DESCRIPTION

EXHIBIT II
05/11/2023
SCOPE OF SERVICES
FOR
AIRPORT MASTERPLAN STUDY
AT
COLUMBIA REGIONAL AIRPORT

Burns & McDonnell Engineering Company, Inc. (Consultant), in consideration of the payment on the part of the City of Columbia, Missouri (Sponsor), agrees to perform the professional planning services as follows:

This Scope of Services includes the tasks required to perform the COU Airport Masterplan Study. The Study will be prepared in accordance with Federal regulations, Advisory Circulars (ACs) and guidance, including current versions of FAA AC 150/5070-6B, Airport Master Plans; AC 150/5300-13B, Airport Design; FAA Airports Standard Operating Procedure (SOP), Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (ARP SOP 2.00); FAA Airports Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (ARP SOP 3.00); 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace; FAA Order 5100.38C, AIP Handbook; and FAA Order 1050.1F, Environmental Impacts: Policies and Procedures. This study will also include applicable FAA AC's, standards, guidance and/or agency orders, as applicable.

The Consultant shall not proceed with services herein until a notice-to-proceed (NTP) is received from the Sponsor. The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

STUDY ELEMENT 1: PRE-PLANNING AND PROJECT COORDINATION

Task 1.1: Project Scoping and Contract Development

Consultant will coordinate with the Sponsor to develop the appropriate work scope, define tasks, lines of communication and establish project goals, objectives, or areas of interest. Project fees will be prepared using the final Scope of Services.

This task includes project scoping meetings with the Sponsor and FAA. An agreement will be developed from the Final Scope of Services and approved fees. The Final Scope of Services will be provided to the FAA for review and approval prior to a contract being executed. This task also includes time to coordinate scopes of services with subconsultants and development of subconsultant contracts.

Task 1.2: Project Administration and Management

Consultant will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties include project setup, monthly invoicing and preparation of a budget and schedule. Consultant will hold monthly internal project team meetings.

Client coordination under this task includes monthly coordination conference call meetings with Sponsor staff throughout the project. Subconsultant coordination is included in this task.

Task 1.3: Quality Assurance and Control

Consultant will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, Consultant will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Services.

STUDY ELEMENT 2: STAKEHOLDER INVOLVEMENT

Task 2.1: Public Involvement Plan

The Consultant will lead stakeholder involvement efforts for the Masterplan to meet the requirements set forth in Advisory Circular (AC) 150/5070-6B, Airport Master Plans. A key focus of the stakeholder involvement efforts will be to provide multiple touch points with stakeholders using various techniques throughout the project. An additional focus will be building a transparent planning and decision-making process throughout the Masterplan. The Consultant will develop a Public Involvement Plan (PIP) in collaboration with the Sponsor. The PIP will identify project stakeholders, outreach methods and tools and an anticipated schedule for outreach efforts. The PIP will be updated periodically throughout the Masterplan and is meant to be a living document.

Task 2.2: Written Public Outreach

A. Project Flyers

The Consultant will create approximately four (4) flyers covering topic specific information. The Consultant will develop the text and graphics needed for each flyer. Project flyers will cover various topics which may include Masterplan frequently asked questions (FAQ's), activity forecasts, airport financial plan or other topics. The Consultant will print approximately 50 color copies of each of the four flyers. The Consultant will provide the flyers to the Sponsor for use in the information display station in the airport terminal building.

B. Executive Summary

The Consultant will prepare an Executive Summary document (approximately 10 pages in length in full color) including graphics that will summarize the masterplan for the public.

C. Surveys

The Consultant will prepare up to two surveys that can be distributed to stakeholders at various points in the Masterplan process. These surveys will be created using an online survey platform. Hard copy surveys will be made available during public meetings. The Consultant will summarize survey results for the Sponsor and for inclusion in the Masterplan. Survey efforts may be utilized to get feedback from stakeholders or to collect general data or airport feedback that will influence the Masterplan.

D. Request for Information (RFI) Log

The Consultant will prepare and maintain an RFI log to track questions and comments received through outreach efforts. The question/comment, stakeholder, date, follow-up actions and resolution/answer (if any) will be documented.

E. Project Webpage and Updates

The Consultant will provide information to City of Columbia staff to be displayed on the City's www.flycou.com webpage. Information which may be provided includes project schedule, project overview, project flyers, and project documents as approved by the Sponsor.

Task 2.3: In-Person Stakeholder Outreach

A. Planning Steering Committee (PSC)

The Consultant will work collaboratively with Sponsor staff to develop a diverse planning steering committee that represents the varied stakeholder groups and types. The Consultant will assist in identifying goals and purpose of the group and a profile of desired stakeholder representation. The PSC serves in an advisory role and has no decision-making authority. The Consultant will assist the Sponsor in developing committee invites for potential committee members.

For each meeting, the Consultant will prepare meeting invites and coordinate meeting logistics. This task includes time to prepare meeting content and materials in addition to attending and assisting Sponsor staff in leading the meetings. Following each meeting, the Consultant will prepare detailed meeting minutes as well as a brief meeting summary. Meeting minutes will include any action items identified during the meeting. The meeting minutes will be distributed to the committee and Sponsor staff for comments prior to finalization. Committee meetings will be held as identified in later study elements.

B. Executive Committee (EC)

The Consultant will work collaboratively with the Sponsor to develop an executive committee comprised of three decision makers from the Sponsor's staff. The members of the EC will not attend meetings with the PSC in an effort to promote open discussion and to make sure all voices are heard.

C. Project Open Houses

The Consultant will prepare and lead two (2) project open houses during the Masterplan process. These events will occur at the airport. The topics and format will be determined as part of the PIP. A formal public hearing is not included in this scope.

STUDY ELEMENT 3: AIRPORT INVENTORY

Following the receipt of the Notice-to-Proceed (NTP), Consultant will begin the collection of data to initiate the inventory of airport facilities, including the required surveys identified during the project scoping meeting and development of the Final Scope of Services. The following surveys identified in Task 3.1 and Task 3.2 were identified for this planning study:

Task 3.1: Property Boundary Survey

Engineering Surveys & Services (ESS) will provide a desktop level survey update for the existing Exhibit 'A' airport property map at the Columbia Regional Airport (COU). The scope of the survey included in the scope of services will meet the requirements of FAA ARP SOP 3.00, Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps, generally outlined as follows:

1. Desktop survey boundary of each parcel of land comprising COU property.
2. Prepare exhibit with the property description and metes and bounds for each parcel as outlined in Appendix B of FAA ARP SOP 3.00.
3. Indicate parcel information including grantor (selling owner), type of interest acquired (fee simple, easement, etc.), acreage, type of conveyance instrument, liber/book, and page of recording.
4. Indicate public land references, if applicable (PIN #/ Assessors #, date of recording, book and page).
5. Indicate road and railroad rights-of-way.
6. Include north arrow, legend, and graphic/numerical scale.

7. Obtain title reports from title company for each parcel owned by Sponsor.

The scope of services is limited to preparing survey records research and drafting to create Exhibit 'A' property map including title searches needed to complete the information required by the FAA. This scope of services does not include any field surveying to verify bearings and distances of property lines or preparing reference reports for section corners used in the survey.

Task 3.2: Aeronautical Obstruction Survey

An aeronautical obstruction survey will be performed by NV5 Geospatial (NV5). This process includes establishing airport geodetic control, identify and survey all runway attributes, navigational aids, collect airport planimetric data, topographical survey, collect natural and manmade features, collection of imagery, and provide final project report. NV5 will complete a FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: 2.7.1.1 Runways with Vertical Guidance. In addition, and per FAA Policy Guidance issued 9/22/22, NV5 will be evaluating, updating, and/or incorporating the Obstacle Authoritative Source (OAS) obstacle data (503 existing objects in OAS within 18B surfaces) as a part of this project. NV5 will be responsible for any updates to the OAS data using the FAA's Runway Airspace Management tool.

For this project, NV5 will acquire new vertical stereo digital imagery at a physical image scale of 1"=2,500' of the obstruction surface areas and 1"=1,250' of the mapping limits. The aerial imagery will cover all of the VG Airspace Analysis surfaces using an UltraCam Falcon prime (UCFp) camera system, or comparable, during leaf-on conditions.

From the 1"=2,500' imagery, NV5 will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"=1,250' imagery, NV5 will produce the following:

- 100 scale mapping with 2' contours of the mapping limits (1,808 acres)
- Color digital orthophotos with a 0.5' pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, and VGPS surfaces

The online SOW will be prepared during project initiation with input from the Sponsor, Consultant, and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA ADIP online database.

CONTROL SURVEYING

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the MO State Plane Coordinate System, Central Zone, US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of the airport runway end positions
- Collection of vertical profile for runway
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Airport Layout Plan.
- Full field-collected attribution of all airport features
- Final Survey Report

PHOTOGRAMMETRIC MAPPING

NV5 will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the exhibit. NV5 will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design (not included in this scope of services). All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format and AutoCAD format.

ORTHOPHOTO MAPPING

NV5 will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B OBSTRUCTION SURVEYS

The Obstructions Surfaces to be uploaded to ADIP will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of Existing Runway 2/20 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)
- 2.7.1.2 Analysis of Existing Runway 13/31 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

OTHER OBSTRUCTION SURVEYS

Other obstructions to be provided include:

- Existing Runway 2/20 - Part 77 – PIR
- Existing Runway 2/20 – AC 13B – One approach surface & Surface 7
- Existing Runway 13/31 - Part 77 – NPIR C
- Existing Runway 13/31 – AC 13B – One approach surface & Surface 7
- Future Runway 31 – 18B VG
- Future Runway 31 – Part 77 – PIR

- Future Runway 31 – AC 13B – One approach & Surface 7

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection. The final data will be uploaded to ADIP in ESRI Shapefile format.

DELIVERABLES

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <https://adip.faa.gov/agis/public/>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded by NV5 to ADIP include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for Existing Runway 2/20 & 13/31
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for runway
- NAVAID data
- FGDC compliant metadata
- Final Report

NV5 will deliver the following items to Sponsor:

- Planimetric data and two foot contours in AutoCAD format (mapping limits)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (mapping limits)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)
- Other obstruction survey data in CSV/XLS format

All digital files will be delivered on FTP.

Task 3.3: Wildlife Hazard Assessment and Update Wildlife Hazard Management Plan

Loomacres Inc. will conduct a Wildlife Hazard Assessment and update the Wildlife Hazard Management Plan as required by the FAA, Title 14 139.337(b) (1-4), and in accordance with the current version of Advisory Circular 150/5200-38, and other relevant AC's and Cert Alerts. The assessment shall include the

biologists' credentials, process used for assessment, biologists' observations, and recommendation. This work will be completed by FAA Qualified Wildlife Biologists and will be completed in three phases.

PHASE I WILDLIFE HAZARD ASSESSMENT

I. Avian surveys will be conducted to document the species, number, habitat use and seasonal activity of birds that inhabit the airport. The surveys will be conducted four times monthly, at varying times of day, and will continue for one year. The surveys will be conducted at sites located on and adjacent to the airport property. Site selection will be determined at the start of the project. 8-10 sites will be selected onsite and approximately the same amount will be selected offsite. During the surveys each of the sites will be visited for 3 minutes. The birds that are observed during this time will be documented. The results will be analyzed and included in the final WHA report.

II. Large mammal/Nocturnal surveys will be conducted 2 times per month. Spotlights/Night vision/Infra-red will be used to document the abundance and distribution of mammals. A vehicle will be used to survey the AOA and surrounding property. The route the vehicle will travel will be determined during the first visit to the airport. The results will be analyzed and included in the final WHA report.

III. Owl surveys will be conducted 2 times per month. Owl call surveys will be conducted at night at 4 locations on the airfield. Often overlooked, the presence of large owls on the airfield can create a strike hazard during nighttime flight operations. The results will be analyzed and included in the final WHA report.

IV. Small mammal surveys will be conducted during the spring and fall at the airport to document the small mammal population at the airport. Two, 1000 ft., transects will be set up in varying habitat types within the airport property. Small mammal traps will be placed every ten feet along each of the transects. The transects will be set for a total of three nights. Each day the traps will be checked and the species caught will be recorded. The results will be analyzed and included in the final WHA report.

V. Vegetation surveys will be conducted to determine the dominant vegetation species on the airport. Vegetation height will be monitored at each survey location on a monthly basis to determine the average grass height for the growing season. Loomacres will also make planting recommendations as needed to ensure that no new attractants are created. The results will be analyzed and included in the final WHA report

VI. Motion activated camera surveys will also be conducted throughout entire data collection phase of the wildlife hazard assessment. Cameras will be placed at locations on the airfield that have the potential for wildlife activity. The placement of the cameras will be coordinated with airport management.

VII. Insect surveys will be conducted to determine their potential to become wildlife attractants at the airport. Surveys will be conducted at 4 sites throughout the airport. Species composition and population index will be determined. The results will be analyzed and included in the final WHA report.

VIII. Perimeter fence surveys will be conducted during each visit to the airport. If a breach in the fence is discovered, the location and recommendations will be provided to the airport immediately. A summary of the results will be provided in the final WHA report.

IX. Loomacres Inc. staff will also identify the location of all major wildlife attractants and wildlife hazards at the airports and within 5 miles of the airport. This data and mitigation recommendations for these locations/features will be presented in the final WHA report.

X. The Wildlife Hazard Assessment will also analyze the history of bird strikes that have occurred at the airport and the circumstances that lead to the initiation of the Wildlife Hazard Assessment.

XI. The Wildlife Hazard Assessment will describe in detail the wildlife hazards that may pose a risk to air carrier operations XII. A review of all wildlife-associated permits will be assessed, and a historical review of their use will be presented in the Wildlife Hazard Assessment.

XIII. Following the data collection phase of the WHA, Loomacres will use the data collected to establish a hazard ranking and risk assessment for the wildlife observed on the airfield. The information provided will allow the airport to prioritize mitigation efforts and establish key performance indicators that will aid in future program evaluations.

XIV. Two months after completing the field work the findings of the surveys, and all above mentioned will be compiled into FAA approved WHA report and will be presented to the airport. The report will also include a description of any potential wildlife hazards observed on and around the airport. In addition, the report will provide recommendations for reducing identified wildlife and their potential for causing wildlife strikes, make recommendations for mitigating the wildlife attractants found on and around the airport, and provide recommendations for updates to the airports wildlife hazard management plan.

XV. In the event of a wildlife/bird strike, Loomacres Inc. will assist airport personnel with the identification of the animal struck. Loomacres Inc. will also aid in the reporting of the strike.

XVI. When necessary, Loomacres Inc. can assist with public relations. This includes public out-reach, and media relations. In addition, Loomacres Inc. will assist in acquiring land owner permission in the immediate area surrounding the airport in order to conduct surveys and wildlife conflict resolution.

PHASE II WILDLIFE HAZARD MANAGEMENT PLAN

Upon completion of the Wildlife Hazard Assessment, Loomacres Inc. will update the Wildlife Hazard Management Plan. Loomacres Inc. will update the Wildlife Hazard Management Plan (WHMP) so that it will meet the requirements of FAA, Title 14 Part 139.337 (e) & (f).

I. Following the completion of the Wildlife Hazard Assessment Loomacres Inc. will update the Wildlife Hazard Management Plan for the airport. The WHMP's will be based on the data gathered during the Wildlife Hazard Assessment.

II. A Wildlife Hazard Management Plan provides detailed procedures and guidelines for the airport to address wildlife hazards at the airport.

III. The plan will prioritize the goals of the plan and sets a timeline for the accomplishment of the goals.

IV. The plan will recognize the people that will carry out the established goals and will take into account any habitat modifications and land use changes.

V. Loomacres will include all necessary information regarding Local, State and Federal depredation permits.

VI. The plan will recommend vegetation management taking into account any threatened and endangered species determined to be on the airfield.

VII. This plan will include methods for regularly updating the existing plan annually or in the event of a new hazard involving wildlife arises.

VIII. Omitted.

IX. In addition to meeting current FAA requirements Loomacres will structure the Wildlife Hazard Management Plan so that it integrates seamlessly into the airport's Safety Management System.

PERMITS

All federal and state permits that will be required to carry out wildlife harassment will be maintained at all times. Loomacres will work with the facility to review their current permits and will work to update and reapply as needed. All Loomacres personnel have NRA firearm safety training before using firearms and are permitted to use explosives. Loomacres is licensed by the ATF to sell, transport, and use both restricted firearms (suppressors) and pyrotechnics. Please see Appendix V for a copy of our firearms and explosive licenses.

Task 3.4: Kickoff Meeting with Sponsor

Following the official NTP, a project kickoff meeting will be scheduled with the PSC, EC, and Consultant's team. This meeting will be attended by three members of Consultant's team to discuss the roles and responsibilities of the staff as well as provide an overview of the planning process. During this meeting, we will discuss the needs of the Airport, EC, and PSC to establish the study Goals and Objectives. These Goals and Objectives will be used to provide guidance throughout the planning process.

Task 3.5: Existing Conditions

The goal of the airport inventory is to identify the existing conditions of the physical facilities at COU. This effort will be accomplished through an on-site visit by the project team to visually inspect the entire airport and document current conditions. Additional information required to evaluate the existing conditions will be accomplished through data collection efforts that will include historical and current information.

A. Airport History

The Airport history will be documented, as part of the study, to provide insight to the origins of the airport. The following elements will be researched:

1. Airport history, including based aircraft, operations, and fleet mix;
2. Previous airport studies and reports;
3. Airport land ownership records;
4. Federal obligations;
5. Aeronautical role in the national aviation system; and,
6. Role in the community's infrastructure.

B. User Survey Questionnaire

A user survey questionnaire will be developed for local aircraft owners and businesses to gauge existing and future needs of the airport. Questionnaires are used to obtain the types and frequency of existing

operations and will assist with determining the future needs at the airport. Questionnaires developed for business purposes will only be sent to those businesses specifically identified by the Sponsor.

C. Document Airport Facilities

Consultant will document the existing facilities and land use within and around the present airport boundaries. These inventories will identify and describe existing airport facilities as to age, quality, type, architectural and structural condition and include the following elements:

1. Airside Facilities:
 - a. Runways, taxiways, and aircraft parking and movement areas;
 - b. Runway Protection Zones (RPZ's) and Airspace Obstructions (Part 77 surfaces)
 - c. Navigational aids, airfield lighting, airfield signage, and pavement markings
 - d. Runway/Taxiway Object Free Area and Runway Obstacle Free Zones
 - e. Runway/Taxiway Safety Area (RSA/TSA), including physical confirmation of RSA dimensions and condition, including an inventory of non-frangible items and terrain and drainage that would impede aircraft operating in this area.

2. Landside Facilities:
 - a. Passenger Terminal: The Consultant will inventory the passenger terminal space from the current and previous facilities to understand future spatial needs and opportunities. Inventory items include aircraft gates, airline ticketing areas, baggage handling facilities, hold rooms, TSA, concessions, and public circulation areas. Record drawings may be used to gather much of the required information, accompanied by a visual inspection of the facility.
 - b. Utilities: The Consultant will inventory and assess the physical condition of each utility at COU, including electric, water, wastewater, internet/wireless technology, solid waste disposal, telephone, and natural gas. Information will be used to evaluate current and future utility demand/capacity based on forecast growth.
 - c. Support Facilities: The Consultant will identify and evaluate the physical condition, location, quantity, and type of support facilities at COU, including the Aircraft Rescue and Firefighting (ARFF) facility, snow removal equipment (SRE) facility, airport maintenance facility(ies), fuel storage and dispensing systems, hangars, and other airport administrative areas.
 - d. Waste Recycling Facilities Baseline: The Consultant will perform an inventory of the existing waste recycling policies and program to establish the baseline to measure the benefits gained from future improvements to the program. The inventory will assess the quantity of recycling receptacles, their location, and availability.
 - e. Airport Roadway Access and Circulation: A new passenger terminal building was recently constructed to improve the passenger and air service facilities at COU. Therefore, a review of the access and circulation plan is necessary to assess the functionality of the current system. The inventory will include a physical observation and assessment of the roadway system, access to and from the airport, internal circulation, and identification of safety or security concerns.
 - f. Airport and Passenger Terminal Parking: The Consultant will review the existing parking areas to understand current demand/capacity for airline passengers, rental cars, and airport tenants. Understanding the occupancy rates, peak periods, and peak traffic flows will provide the data to determine future public, tenant, and staff parking needs.

In addition, Consultant shall obtain available plans, specifications, maps, photographs, drawings and other data, including the previous airport master plan, FAA Form 5010 Master Record, ALP and FAA obstruction charts, as available.

D. Service Area

Identification of area airports with an evaluation of services to compare these to COU will be completed to establish a specific area the airport serves for GA/corporate traffic. Factors considered in the evaluation and establishment of a service area for COU include: FBO type services, fuel availability, hangar storage, tiedowns, roadway access, and professional judgement. A review of aircraft registration information within local zip codes will be completed to identify a corporate airport service area and a pilot/GA aircraft ownership service area.

A geographic commercial service catchment area for COU and surrounding commercial service airports will be reviewed to identify the potential market size and COU's region and total source of demand for air carrier and cargo operations. The COU catchment area will be based on population centers, highway access, numbers of carriers serving a specific airport, other commercial airport locations and distances to population centers, historic enplanements, origin versus destination considerations, nonstop service destinations, and cargo facilities/services.

E. Climatic Data

Consultant will obtain the latest available climatic data for COU, or nearest certified weather reporting station with at least 10 years of consecutive weather observation data. Wind data from the NOAA database will be collected and used to perform the airport crosswind and wind rose analysis using the Airport Information and Data Portal (ADIP) wind analysis tool. The wind data determines the prevailing wind direction as well as the optimal runway orientation. This data will be used to calculate the crosswind component for the aircraft approach categories for the aircraft fleet mix expected to operate at COU. A wind rose will be created to graphically illustrate the crosswind components during all-weather, Visual Flight Rules (VFR) and Instrument Flight Rules (IFR) conditions.

F. Collect Regional Socioeconomic Data

The Consultant will collect historical and forecast socioeconomic data to understand the regional demographics and assist with forecasting future aviation demand in the COU service area. The primary source for this information will be the US Census Bureau, State, County, and other local data, as available, and include:

1. Population
2. Economic base/area employment
3. Per capita personal income (PCPI)

G. Document Local Plans and Land Use Regulations

A review of existing local and state planning, zoning, and land use regulations will be collected in order to aid the land use-planning element. These documents will be used to help establish land uses adjacent to the runways and provide future plans that are in concert with the local comprehensive plans. The Consultant will identify the land uses (on airport and surrounding the airport) in areas that will be exposed to airport operations. The Consultant will identify land uses that may affect the safe operation of the airport or influence its expansion.

H. Environmental Overview

The Consultant will incorporate environmental considerations in the development of each phase of the Study and provide an environmental overview for existing conditions for use during alternatives development and evaluation phases of the Study.

Consideration of environmental factors will not be as detailed as required for subsequent environmental reviews required for development projects. Rather, consideration of environmental factors in the planning process will result in an inventory/overview of the airport's environmental setting, the identification of potential environmental impacts of airport development alternatives, and the identification of environmentally related permits that may be required for recommended development projects. This information is to be used by the Sponsor and stakeholders to more thoroughly evaluate development alternatives.

The Consultant will review the 2013 FONSI/ROD issued for the Airside, Landside, and Surface Transportation Developments, the 2016 Terminal Area Master Plan, and the 2019 Categorical Exclusion for the New Terminal Development to establish the relevance and age of previous studies and what information needs to be updated through desktop analyses and field studies. These sources will be used to develop a high-level description of the airport environs, to inform the siting and alternatives analysis of the proposed short-term development projects, and to recommend the studies and documentation necessary for FAA approval of the proposed short term development projects. The proposed short term development projects are defined by this scope of services as ARFF building, SRE Building, Glycol Recovery System, and landside parking facility improvement. FAA Order 5050.4B, "Airport Environmental Handbook" will be used for guidance. Consultant will synopsise each environmental resource of the Order 1050.1F Desk Reference.

I. Collect Airport Financial Data and Information

The Consultant will obtain and organize essential airport financial data and information associated with the operation and capital improvement development at COU. This data will be collected for the previous five (5) years, as available, to provide a historical perspective and used to evaluate the current condition of the airport budget. This information will be used later in the study to assist with future airport financial projections.

J. Perform Internal Quality Review:

The Consultant's Independent Senior Review Team will perform a quality review of the documentation.

K. Report

Consultant will prepare and deliver one (1) draft PDF copy of the Existing Conditions to the Planning Steering Committee (PSC) and EC for review. FAA will be provided an electronic version of the draft report in PDF format for review and comment. Comments will be incorporated into the report, as appropriate.

Consultant will provide redline corrections to the sponsor for submission to the FAA for any identified discrepancies between the 5010 master record and existing conditions.

L. Meeting

A meeting will be conducted with the PSC and Consultant to present the findings from the Existing Conditions assessment. The purpose of this meeting is to discuss issues or concerns, as described in the draft report.

STUDY ELEMENT 4: AVIATION FORECASTS

Task 4.1: Forecast Development

The planning team will utilize the latest FAA forecasting methodologies to determine the existing and future capacity of COU. Forecast elements will be projected for Based Aircraft, Aircraft Operations, Passenger Enplanements and Actual Instrument Approach Operations. Forecasts will be based on short-term (0-5 years), medium-term (6-10 years), and long-term (11-20 years) periods.

In preparing the forecast, the Consultant will prepare a reliable activity baseline, select an appropriate forecast methodology and compare it to other forecasts for reasonableness. The forecast will be submitted to FAA for approval and will be prepared in accordance with FAA guidance, including the current Terminal Area Forecast (TAF), Forecasting Aviation Activity by Airport (July 2001) and Guidance on Review and Approval of Local Aviation Forecasts (June 2008). The forecast will include a table comparing the selected forecast to the TAF for COU and a summary table of the selected forecast, including annual growth/decline rates. These tables are required for FAA approval.

A. Update Aviation Forecasts

Information collected from the Existing Conditions will be used to evaluate historical operations and activity at COU, including the interrelationship of the regional economy and air traffic activity within the airport service area. Based on this evaluation, forecasts of aircraft activity relative to future aviation activities at COU will be completed.

The future critical aircraft for each runway will be established based on future aviation needs identified by the survey questionnaire and future needs of the airport users. This aircraft is integral to the remainder of the study since its operational characteristics will determine the required runway length, width and strength of pavement for safe operations at the airport.

Development of the statistical techniques to determine future aviation demand and operations include market share, regression analysis, and trend line analysis. The forecast aviation results are used to quantify demand estimates for 5, 10 and 20 years including:

1. Critical Aircraft
2. Based aircraft
3. Operations
 - a) Operations
 - b) Air Carrier
 - c) General Aviation
 - d) Fleet Mix
4. Annual general aviation operations (local and itinerant)
5. Annual instrument approaches
6. Passenger enplanements

The Consultant will include discussion of activity trigger levels for AIP funding.

B. Perform Internal Quality Review

The Consultant's Independent Senior Review Team will perform a quality review of the documentation.

C. Report

Consultant will prepare and deliver one (1) electronic PDF draft copy of the Aviation Forecasts to the PSC and EC for review. Comments will be incorporated into the report, as necessary.

D. FAA Review

Upon completion of this task, the Aviation Forecasts will be submitted to the FAA Central Region Airports District Office for review and concurrence. The forecast will be provided electronically to FAA in MS Word format. Upon concurrence by the FAA, the Consultant will proceed with the Facility Requirements.

E. Meetings

A meeting will be conducted with the PSC and Consultant to present the FAA approved Aviation Forecasts. The purpose of this meeting is to discuss issues or concerns relating to the forecasts. A follow up meeting will be conducted with the EC to discuss issues or concerns which require resolution before proceeding with the project's next element.

STUDY ELEMENT 5: FACILITY REQUIREMENTS

Task 5.1: Facility Requirements

The airport facility requirements are based on the results of the demand forecasts, and used to calculate the airport capacity and delay, as well as the safety of operations on and off-airport. This information assists with developing a list of minimum facility requirements and associated features. These criteria shall be based upon the latest state and federal requirements as they apply to the level of activity identified and the future role of the airport.

A. Critical Aircraft

The Consultant will determine the most demanding aircraft, or family of aircraft, making regular use of the airport that performs at least 500 annual itinerant or local operations at COU. The critical aircraft determines airport demand and capacity and guides future development needs. Based on anticipated usage, a regular use determination is also made for specific runways, taxiway, and aircraft parking aprons to ensure adherence to minimum design standards and minimize improvement costs.

B. Identify Airfield Facility Requirements

Demand/capacity studies of the airfield will be performed as necessary to determine and prepare a preliminary list of airfield requirements for COU. Airfield facilities to be examined include, but not limited to:

1. Runways – length, width, and strength: The Consultant will determine the pavement length, width, and strength to accommodate the current and future critical aircraft for each runway. Any changes or alterations will be included in the alternatives analysis in support of airport goals and objectives, with the selected alternative incorporated into the ALP drawing set. Shoulder width requirements will also be determined.
2. Runway Orientation (wind analysis, windrose, input data): The Consultant will verify the current runway orientation supports the crosswind component for the critical aircraft design codes using each runway. This analysis includes assessing the crosswind data for each runway individually for all-weather, VFR, and IFR winds.
3. Safety and critical areas: The Consultant will evaluate all runway and taxiway safety and critical areas to identify inconsistencies with FAA design standards and evaluate potential future adjustments to these areas and surfaces. Inconsistencies will be

identified on the ALP, along with mitigation recommendations to address the discrepancies outlined in the Masterplan.

4. FAR Part 77 imaginary surfaces, FAA AC 150/5300 surfaces, TERPS, and instrument approach procedures: The Consultant will assess and evaluate current instrument approach procedures to ensure consistency with airport goals and objectives and feedback from survey questionnaires. Any recommendations or adjustments to the existing instrument approach procedures or recommended new procedures will be documented and included as part of the alternatives assessment and ALP.
5. Taxiway(s) and taxiway separation distances: The Consultant will evaluate and confirm the taxiways and taxiway separation criteria are consistent with the regular aircraft usage of each designated pavement area. Changes to adjacent pavements or aircraft movement areas may result in inconsistencies to the safety area criteria that require additional evaluation during the alternatives assessment or ALP layout. Shoulder width requirements will also be determined.
6. Remaining airfield pavement requirements: The Consultant will evaluate and confirm the remaining airfield pavement dimensions and weight-bearing capacities that are not a part of the runways or taxiways ensuring they are consistent with critical or regular aircraft usage. All pavements may not be designed for the critical aircraft since it may only use specifically designated areas. Confirming pavement design matches the regular aircraft usage helps minimize costs and ensure consistency with FAA standards. Any changes may be subject to evaluation during the airfield improvement alternatives analysis.
7. Airfield signage, marking, and lighting: The Consultant will evaluate all airfield signage, markings, and lighting to verify they are consistent with the design standards matching the current and future usage. The Consultant will use the information gathered from the site inventory to assess the functional or useful life of these facilities to develop the future maintenance required for the ACIP.
8. Navigational aids (NAVAIDS): The Consultant will assess the condition of all airport NAVAIDS to verify they are consistent with FAA design criteria and identify future improvements are in harmony with changes to the critical aircraft, as necessary. Existing and recommended NAVAIDS will be included in the alternatives analysis and the ALP drawing set.
9. Airside access and circulation: The Consultant will assess and evaluate the results from the facility inventory for airside access and circulation to ensure consistency with current goals and objectives. Changes to access and circulation may arise from changes to the critical aircraft and design changes to specific airfield pavements. Any changes will be included in the assessment of future airfield improvement alternatives.
10. Aircraft Rescue and Fire Fighting (ARFF) Siting
11. Snow Removal Equipment (SRE) Siting

C. Identify Terminal Facility Requirements

The physical facility planning criteria for evaluating the adequacy of various terminal area facilities to meet aviation forecasts will be identified. Consultant will evaluate the capacity of the terminal facility and compare this with the existing and future demand projected by the aviation forecasts and other terminal building considerations by the sponsor. Consultant will then prepare a gap analysis of terminal facility requirements for COU. Terminal facility requirements to be examined include:

1. Aircraft parking apron and tie-down configurations: The Consultant will use the results from the airport inventory to determine the future demand and capacity of all the aircraft parking and tie-down areas.
2. Terminal building: The Consultant will use the results from the airport inventory to evaluate the future demand for space in the terminal building. Demand will be based on aircraft and passenger peaking periods, determined from the aviation demand forecasts. The future development needs will be identified and prioritized in the facilities implementation plan.
3. Utilities: The Consultant will identify the future demand for utilities at COU during the 20-year planning period to coincide with increases or changes to the critical aircraft, aircraft operations, and consumption trends. The solid waste and recycling component may be included in the airport sustainability assessment aimed at decreasing waste output and reducing the carbon footprint.
4. Fixed base operator (FBO) facilities
5. Aircraft storage hangars (T-hangars, Conventional): The Consultant will compare the results of the inventory assessment with the forecast of future based aircraft demand to determine the need for future aircraft hangars. Input from tenants and businesses at the airport also guides the hangar development needs that will be included on the ALP drawing set.
6. Airport access and circulation: The Consultant will utilize the data gathered from the inventory of the roadway system and current usage to assess future circulation and access needs. An assessment of the peak user periods will provide the information necessary to determine whether capacity meets the existing or future demand. Improvements to the auto access and circulation system may be assessed during the alternatives analysis with the results incorporated into the ALP.
7. Airport public/tenant parking: The consultant will evaluate the data gathered from the inventory of the airport parking lots, including the passenger terminal, to determine if the current capacity is consistent with demand. With the increased reliance on current technology and the movement towards electrification, incorporating the resources and services needed for these vehicles is consistent with sustainability initiatives and the reduction of the carbon footprint. In addition, evaluating the need for additional parking or reconfiguration of existing parking areas may result in improved circulation and parking arrangements.
8. Fuel storage and facilities: The Consultant will evaluate the useful life and capacity of the current fueling system at COU, to identify inconsistencies with future demand or maintenance priorities. Changes to the current fueling system may be assessed during the alternatives analysis that are consistent with airport goals and objectives.

D. Perform Internal Quality Review

The Consultant's Independent Senior Review Team will perform a quality review of the documentation.

E. Report

Consultant will prepare and deliver one (1) electronic draft copy of the Facility Requirements to the PSC and EC for review. FAA will be provided an electronic version of the draft report in PDF format for review and comment. Comments will be incorporated into the report, as appropriate.

F. Meetings

The Consultant will present the findings of the Facility Requirements to the PSC. During this meeting, discussion will involve initial alternative development concepts to be evaluated. A follow up meeting will be conducted with the EC to discuss issues or concerns which require resolution before proceeding with the project.

STUDY ELEMENT 6: ALTERNATIVES DEVELOPMENT AND EVALUATION

Task 6.1: Alternatives Development and Evaluation

Airport development alternatives provide the opportunity to implement study goals and objectives, as well as address any obstruction removals or safety area concerns that do not conform to FAA design standards. The Consultant will generate a range of development options for comprehensive evaluation. The goals and objectives will provide justification for the planning decisions that arise from this phase of the study. Alternatives will be derived from airside evaluation and landside/user impacts evaluation. Landside/user impacts evaluation may include passenger convenience, airport ground access, and access to airport facilities.

A. Identify Initial Airport Development Alternatives

Alternatives will be developed for airside and landside improvements. Development alternatives may be selected for initial evaluation based on the complexity of the issues and potential resolution. These alternatives will also incorporate the design elements needed to meet future aviation demands. Alternatives will be provided regarding future compatible land use (on airport and surrounding the airport). Other items to be addressed include user-defined needs or regional economic development initiatives. Each alternative will be ranked based on functionality, operational performance, financial feasibility, environmental compatibility, and/or design fundamentals.

In order to keep the alternatives evaluation from becoming too broad in scope, not more than three (3) alternatives will be provided for each of the following for full evaluation: airfield, hangar facilities, ARFF, SRE, and landside. Should the initial proposed development alternatives exceed a total of three (3) per category, a preliminary evaluation will be performed to decrease the number of alternatives for full evaluation.

B. Evaluate Airport Development Alternatives

Following the initial development alternatives process, the three most relevant improvement options will be evaluated. These evaluations will be based on the goals and objectives established during the beginning of the study, along with published planning criteria. A rough order of magnitude (ROM) will be provided for each of the three most relevant improvement options. The alternative with the greatest potential for meeting future aviation demand will be considered for the “preferred” development alternative.

C. Obstacle Action Plan (OAP)

Consultant will provide a list of obstacles and the surfaces they penetrate along with proposed disposition in coordination with the Sponsor. The OAP will include discussing existing and proposed height and hazard language and will be noted on the ALP airspace drawing. Disposition will include addressing known/identified obstructions from FAA 20:1 reviews, submittal of unstudied objects to FAA OE/AAA for analysis, and timeline for mitigation.

D. Meeting

The Consultant will present the alternatives process and the results of the development alternatives evaluation to the PSC for final approval. The goal of this meeting is to present a broad analysis of each of the three (3) development alternatives in an effort to gain consensus regarding a “preferred” alternative. The “preferred” development alternative that is selected will become the basis for the future capital improvement program (CIP) and the airport layout plan (ALP). A follow up meeting will be conducted with the EC to discuss issues or concerns which require resolution before proceeding with the project.

E. Perform Internal Quality Review

The Consultant’s Independent Senior Review Team will perform a quality review of the documentation.

F. Report

Consultant will prepare and deliver one (1) electronic copy of a draft report summarizing the results of the Airport Alternatives to the Sponsor for review. FAA will be provided an electronic version of the draft report in PDF format for review and comment. Comments will be incorporated into the report, as appropriate.

STUDY ELEMENT 7: GLYCOL CONSIDERATIONS

Task 7.1: Glycol Considerations

A. Study

The Consultant will perform an initial study to verify the expected glycol quantities and concentrations used in aircraft deicing. The intent of the study will be to limit potential options for glycol remediation and find the most agreeable solution for the City of Columbia. The Consultant will determine viability and rough order of magnitude (ROM) construction pricing costs for various options. Up to three options will be priced. The three preliminary options for remediation are glycol recycling, collection and disposal, and onsite treatment. The options may change during the performance of the study depending on the information gleaned during the study.

B. Perform Internal Quality Review

The Consultant’s Independent Senior Review Team will perform a quality review of the documentation.

C. Report

Consultant will prepare and deliver one (1) electronic copy of a draft report summarizing the results of the Glycol Considerations to the EC for review. FAA will be provided an electronic version of the draft report in PDF format for review and comment. Comments will be incorporated into the report, as appropriate.

STUDY ELEMENT 8: ENVIRONMENTAL DOCUMENTATION

Task 8.1: Field Surveys and Agency Coordination

The Consultant will conduct desktop analyses, field surveys, and coordinate with agencies to support the development of the appropriate environmental document to obtain clearance under the National Environmental Policy Act (NEPA) from the FAA to allow for federal funds to be expended on the short-term development projects. The proposed short term development projects are defined by this scope of services as ARFF building, SRE Building, Glycol Recovery System, and landside parking facility improvement. Due to the age and limited scope of most previous studies, and recent and ongoing

changes in applicable regulations (e.g., Section 404 of the Clean Water Act, Section 7 of the Endangered Species Act, etc.), field surveys, and agency coordination may include:

A. Wetland Field Delineations

Wetland delineations would be conducted in undeveloped/unpaved areas considered as candidate sites for the ARFF, SRE, and parking areas. Field delineations, a water features delineation report, and coordination with the USACE Kansas City District would be conducted to obtain an Approved Jurisdictional Determination (AJD) for the Airport. If warranted, mitigation opportunities would be identified to support permitting approvals. Permits will not be obtained under this task.

B. Protected Species and Habitat Surveys

Surveys would be conducted within the proposed locations of the short-term development projects and in areas adjacent to the sites. A Habitat Assessment Report would be prepared for review by the airport and FAA. The report and its findings would be used to consult, as needed with the US Fish and Wildlife Service (USFWS) and Missouri Department of Natural Resources (MDNR) regarding the potential effects of the short-term projects on protected species and their habitats during the NEPA process. The task does not include formal consultation with USFWS, species-specific surveys (e.g., bat mist netting or acoustical surveys), and the development of a Biological Assessment or Evaluation.

C. Historical, Architectural, Archaeological, and Cultural Resources

1. Historic/Architectural Resources – Conduct background research and a field survey to determine the potential National Register of Historic Places (NRHP) eligibility of structures on the airport would be conducted primarily focused on the terminal area and other areas within the anticipated direct or visual/variable area of potential effects (APE) for the proposed short-term development projects. Structures evaluated in 2018-2019 as part of the new terminal project would be assessed to determine if they have retained the characteristics that made them NRHP-eligible (if appropriate) or if changes have jeopardized those characteristics. Prepare a survey report for review by the airport and FAA. Submit the report, if appropriate, to the Missouri State Historic Preservation Officer (MO SHPO) for concurrence on the eligibility recommendations. The report and findings would be used in further coordination under Section 106 and NEPA to obtain clearance for the short-term development projects. At this time, it cannot be determined whether or not the proposed projects would result in an adverse effect to any NRHP-eligible resources requiring mitigation and development of a Section 106 Memorandum of Agreement (MOA) or a Programmatic Agreement (PA).
2. Archaeological and Cultural Resources - Conduct background research and a field survey to identify any NRHP-eligible archaeological sites, focused on the areas not previously surveyed on airport (2012-2013) and that are proposed for development of the short-term improvements. Prepare an archaeological survey report for review by the airport and FAA. Submit the report, if appropriate, to the MO SHPO for concurrence on eligibility recommendations. The report and findings would be used in further coordination under Section 106 and NEPA to obtain clearance for the short-term development projects. Tribal coordination (by the FAA) would be conducted during the NEPA process for these short-term projects. At this time, the extent and level of Tribal consultation cannot be determined nor the need to develop mitigation in the form of a MOA or PA.

D. Hazardous Materials and Wastes

The Consultant will conduct a database search for potential hazardous materials and waste sites on-airport of the areas proposed for the short-term improvements. The data collected will be verified with the airport and through limited site reconnaissance. The findings of the database search will be used during the NEPA process.

Task 8.2: Environmental Documentation for Short-Term Development Projects

A. Proposed Action and NEPA Classification

Based on the alternatives analysis and completed activity forecasts relevant to the proposed short-term projects, the Consultant will develop a recommendation for consideration and approval by the FAA on the proposed action(s) (one priority project or a group of projects) and the classification of the environmental document needed to obtain FAA approval. The Consultant will obtain the FAAs concurrence before initiation of the NEPA process.

B. NEPA Process

Based on the worst-case scenario of combining the ARFF building, SRE building, glycol recovery system, and parking areas into a proposed action, the Consultant will develop one Environmental Assessment (EA) for the proposed projects. The NEPA process will include:

1. Agency and Public Scoping
2. Development of the Need and Purpose for the Proposed Action
3. Alternatives
4. Affected Environment and Environmental Consequences, including Cumulative Effects
5. Mitigation and Commitments

The Consultant will prepare a draft and final version of the EA for review by the Sponsor and FAA, prepare the EA for public review and comment, support the Sponsor in conducting a public meeting/hearing for the proposed action, summarize and address public comments, and develop a draft decision document (anticipated to be a Finding of No Significant impact [FONSI]) to obtain FAA approval of the proposed action. All submittals of the draft EA and final EA will be electronic PDF copies.

STUDY ELEMENT 9 : AIRPORT LAYOUT PLANS

Task 9.1: Airport Layout Plan Drawing Set

A. ALP Drawing Set

The Consultant will produce a set of current and updated Airport Layout Plan (ALP) drawings that depicts existing and the recommended airport development, in accordance with current FAA standards, including AC 150/5070.6B, Airport Master Plans; AC 150/5300-13A, Airport Design; FAA Airports Standard Operating Procedure (SOP), Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (ARP SOP 2.00) and FAA Airports Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (ARP SOP 3.00). Sources of information for these drawings will include previous ALP and master planning documentation, aerial photogrammetry, obstruction charts, USGS mapping, legal descriptions, existing property surveys, local and regional government mapping, FAA databases, and any other resources.

The ALP drawing set contains specific drawings that provide an overview of the entire airport environment as well as close-in details. This drawing set includes:

1. Cover Sheet
2. Data Table Sheet
3. Airport Layout Plan Drawing
4. Airport Airspace Drawing (14 CFR Part 77)
5. Terminal Area Plan(s)
6. Inner Portion of the Approach Surface Drawing(s)
7. Runway Centerline Profile Drawing
8. Land Use Compatibility Map
9. Exhibit "A" Property Map
10. Runway Departure Surface Drawing
11. Utility Drawing
12. Airport Access Plan

B. Airport Layout Plan

The Consultant will initiate the preparation of the airport layout plan (ALP). The ALP is a map representation of the airport, as it exists, and include features such as the pavements, structures, safety areas, 14 CFR Part 77 airspace surfaces, topographic features, water and drainage areas, land use and zoning features, and future development and improvements, as determined by the EC and "preferred" development alternative. The Consultant will provide an electronic .dwg AutoCAD file of the ALP base file data to the Sponsor for their use with City of Columbia GIS.

C. Exhibit "A" Map

An "Exhibit A" Map provides the existing property boundary, including the avigation and utility easements associated with the Airport. A boundary survey will be developed using the information gathered during the pre-planning phase of the study. This map provides detailed property information and is used to demonstrate the Sponsor has rights and powers to all Federally-obligated property shown on the ALP, per Federal grant assurances. This map also identifies future land and easement acquisitions and notes any parcels that the FAA has released from aeronautical use.

D. AGIS Aerial Survey Data

The information gathered during the AGIS survey will be incorporated into the ALP drawing set, including airspace drawings, to provide background imagery, verification of the runway end locations and elevations, airport reference point, topographical features, obstructions to airspace, 14 CFR Part 77 approach and transitional surfaces, and any significant natural or man-made object, including NAVAIDs.

E. Perform Internal Quality Review

The Consultant's Independent Senior Review Team will perform a quality review of the documentation.

F. ALP Review

Following the Consultant's internal quality review process, one (1) full size hard copy ALP set and one (1) electronic version will be prepared for review by the PSC and EC. Applicable comments will be incorporated into the ALP set and report, as appropriate. A revised electronic version of the ALP set will be prepared for review by the PSC and acceptance by the EC. Applicable comments will be incorporated into the ALP set and report, as appropriate.

A final draft ALP Drawing Set will be provided to FAA for review prior to submitting the set for FAA airspace review. The FAA will be provided one (1) full size hard copy ALP set and one (1) electronic PDF version of the draft ALP. The FAA will be provided one (1) electronic PDF version of the ALP SOP 2.00

checklist completed by the Consultant. FAA edits will be addressed, and the revised final draft in electronic PDF format will be submitted to FAA for airspace review.

FAA approval of the ALP drawing set is required. All comments and conditions resulting from FAA's airspace review of the ALP drawing set will be addressed to FAA's satisfaction.

STUDY ELEMENT 10: FACILITIES IMPLEMENTATION PLAN

Task 10.1: Facilities Implementation Plan

A facilities implementation plan provides guidance on how to implement the findings and recommendations of the Preferred Development Alternative. The Plan will include a listing of key projects, project descriptions, timing of key activities, permitting requirements, estimated development costs, interrelated projects, and any special considerations. The goal is to provide the PSC, EC, and the FAA with the information they will need to assist with the Airport Capital Improvement Plan (ACIP).

A. Airport Capital Improvement Plan (ACIP)

The ACIP will be developed to coincide with the "preferred" development alternative and follow-on maintenance programs to maintain the airport in a safe and serviceable condition. This action will enable the PSC to integrate the masterplan projects into its overall program of facility improvement projects, repair projects, and maintenance projects. A draft ACIP will be provided to the FAA to ensure proposed project timing and funding are realistic and can be accommodated in the state airport system plan.

B. Project Sequencing Plan

The Facilities Implementation Plan will include a sequencing plan that considers the interrelationships and functionality among all the projects to minimize any conflicts with project sequencing. This will be important for planning and budgeting of all future projects. A highly detailed plan will be provided for the short-term planning horizon (0-5 years) with a less-detailed plan for the remainder (6-20 years).

STUDY ELEMENT 11 : SUSTAINABILITY INITIATIVES

Task 11.1 : Sustainability Initiatives

A. Airport Waste Recycling

A review will be conducted of solid waste and recycling plan at the Airport. This review will include analysis of existing solid waste recycling programs and identification of methods to minimize the generation of airport solid waste, consistent with applicable State and local recycling laws. This review will include a waste audit and will address the feasibility of:

1. Feasibility of solid waste recycling at the airport;
2. Minimizing the generation of solid waste at the airport;
3. Operation and maintenance requirements associated with waste recycling;
4. Review of waste management contracts; and
5. Potential for cost savings or revenue generation.

B. Public Participation and Community Outreach

The Consultant shall implement the PIP and adhere to it and any changes thereto for all public participation and community outreach during the Masterplan process.

STUDY ELEMENT 12: FINANCIAL FEASIBILITY ANALYSIS

Task 12.1: Financial Feasibility Analysis

The primary goal of every airport sponsor is financial sustainability. The financial feasibility analysis provides an assessment of the airport operating budget as well as potential opportunities to reduce airport operating expenses and enhance airport revenues. This analysis will demonstrate to the Sponsor the financial feasibility of the long-term development program using the existing Airport Cash Flow Model.

A. Review Current Airport Budget

The Planning Team will analyze the airport operating revenues and expenses in an effort to identify opportunities to reduce operating overhead and increase revenues. This analysis will be incorporated into the Airport Cash Flow Model. The analysis will identify all disclosed airport liabilities (debt) and income sources in the financial discovery and analysis, which may include airport revenues, General Airport Revenue Bonds (GARBs), Passenger Facility Charge (PFC), Airport Improvement Program (AIP), Bipartisan Infrastructure Legislation (BIL), etc., as applicable. The Consultant will coordinate with the Sponsor to develop a viable financial plan for implementation all of projects identified in the Airport's Capital Improvement Program (ACIP) resulting from Task 10.1 - Facilities Implementation Plan, Section A - Airport Capital Improvement Plan (ACIP). The FAA permits assumptions of federal funding to be made, and the financial plan will provide one contingency plan in case federal funds are not available, showing how projects could be funded in the absence of federal funds. A financial sensitivity analysis may include the following variables; loss of revenues, loss of commercial passenger service, rising interest rates, and/or rising inflation.

B. Review Existing Rates & Charges

A review of existing airport rates and charges will be conducted to determine whether they are consistent with current market rates. The current market rates will be based on other airports in the region, and/or national published data related to non-hub, commercial and general aviation airports.

C. Perform Quality Review

The Consultant's Independent Senior Review Team will perform a quality review of the documentation.

D. Report

Consultant will prepare and deliver one (1) electronic draft copy of the Financial Feasibility Analysis to the PSC and EC for review.

E. Meeting

The Consultant will present the results of the Financial Feasibility Analysis to the PSC. The goal of this meeting is to define the program and answer questions from the PSC. A follow up meeting will be conducted with the EC to discuss issues or concerns which require resolution before proceeding with the project.

STUDY ELEMENT 13: FINAL REPORT AND PROJECT CLOSEOUT

Task 13.1: Final Report and Project Closeout

When all the agency reviews and approvals have been completed, a final draft copy of the report and airport layout plan will be created that incorporates all the edits and comments during the planning process. A final review copy of each document will be submitted to the EC for final approval.

Once all reviews have been completed, final reports will be published, as follows:

A. Airport Layout Plan

1. One (1) full-size paper hard copy of the final ALP drawing set will be distributed to the EC for approval signature by Sponsor. Subsequently, the Consultant will deliver the paper set to the FAA for approval and signature. FAA will distribute signed ALP set to the Sponsor.
2. Upon receipt of the FAA-approved ALP drawing set, the Consultant will provide one (1) electronic copy of the approved ALP set to the FAA and Sponsor.

B. Final Master Plan Report

1. Following final approval of the narrative report, the final report document will be published and prepared for distribution to the EC and the Sponsor.
2. FAA will be provided evidence that the Sponsor has adopted the final Masterplan Report (e.g., meeting minutes, resolution). One (1) hard copy and one (1) electronic copy of the final report will be provided to FAA.

C. Masterplan Deliverables to Sponsor will include the following:

1. Two (2) bound hard copies of the final Masterplan Report.
2. One (1) electronic copy of the final Masterplan Report.
3. Ten (10) bound hard copies of the Masterplan Executive Summary.
4. One (1) electronic copy of the Masterplan Executive Summary.
5. Two (2) hard copy sets of full-size (22" x 34") ALP drawing set.
6. One (1) electronic set of the ALP drawing set.

D. Masterplan Deliverables to FAA will include the following:

1. One (1) bound hard copy of the final Masterplan Report.
2. One (1) bound hard copy of the Obstacle Action Plan (an excerpt from Study Element 6)
3. One (1) bound hard copy of the ALP drawing set.
4. One (1) bound hard copy of the Exhibit A Property Map
5. One (1) bound hard copy of the Wildlife Hazard Assessment
6. One (1) bound hard copy of the Wildlife Hazard Management Plan
7. One (1) bound hard copy of the Environmental Assessment

Exclusions:

- A. This Scope of Services does not include a full rates and charges analysis.
- B. Design services are not included in this Scope of Services.

END OF SCOPE OF SERVICES

EXHIBIT III
07/25/2023
SERVICES PROVIDED BY THE SPONSOR
FOR
AIRPORT MASTERPLAN STUDY
AT
COLUMBIA REGIONAL AIRPORT

SERVICES PROVIDED BY THE SPONSOR

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.
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 Notices to Air Missions (NOTAM's) through the applicable FAA Flight Service Station, as applicable.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed professional services to be provided.
8. Designate contact person.
9. Pay costs for title searches.

END OF SERVICES PROVIDED BY THE SPONSOR

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Airport Masterplan Study
 Planning Services for Airport Masterplan
 Columbia, Missouri
 BASIC & SPECIAL SERVICES
 6/21/2023 (REV1)

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	31.00	\$ 72.00	\$ 2,232.00	\$ -	\$ -
Project Manager	457.00	\$ 60.00	\$ 27,420.00	\$ -	\$ -
Sr. Planner	901.00	\$ 55.00	\$ 49,555.00	\$ -	\$ -
Staff Planner	421.00	\$ 44.00	\$ 18,524.00	\$ -	\$ -
Sr. Civil Engineer	369.00	\$ 55.00	\$ 20,295.00	\$ -	\$ -
Sr. Environmental Specialist	946.00	\$ 62.00	\$ 58,652.00	\$ -	\$ -
Staff Environmental Specialist	544.00	\$ 45.00	\$ 24,480.00	\$ -	\$ -
Sr. Technician	361.00	\$ 42.00	\$ 15,162.00	\$ -	\$ -
Staff Technician	306.00	\$ 32.00	\$ 9,792.00	\$ -	\$ -
Quality Control Reviewer	159.00	\$ 65.00	\$ 10,335.00	\$ -	\$ -
Clerical	95.00	\$ 28.00	\$ 2,660.00	\$ -	\$ -
ENV / NEPA Lead	475.00	\$ 74.00	\$ 35,150.00	\$ -	\$ -
Total Hours	5,065.00				
Total Direct Salary Costs			\$ 274,257.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate) 240.27% \$ 658,957.29

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 933,214.29 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 93,321.43 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 1,026,535.72 \$ - \$ -

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit			
Travel: Mileage	7,080.00	Miles	\$ 0.655	\$ 4,637.40		
Food: Per Diem	67.00	Per Day	\$ 59.00	\$ 3,953.00		
Lodging: Per Diem (incl. taxes)	7.00	Per Day	\$ 125.00	\$ 875.00		
Rental Vehicle	8.00	Days	\$ 65.00	\$ 520.00		
Airline	0.00	Hour	\$ 0.00	\$ -		
Printing, Shipping & Misc.				\$ 9,492.97		
Subtotal				\$ 19,478.37	\$ -	\$ -

Contingency Env. Services	No. of Units	Units	Cost/Unit			
Travel: Mileage	0.00	Miles	\$ 0.655	\$ -	\$ -	\$ -
Food: Per Diem	6.00	Per Day	\$ 59.00	\$ 354.00	\$ -	\$ -
Lodging: Per Diem (incl. taxes)	0.00	Per Day	\$ 125.00	\$ -	\$ -	\$ -
Rental Vehicle	6.00	Days	\$ 65.00	\$ 390.00	\$ -	\$ -
Airline	0.00	Hour	\$ 0.00	\$ -	\$ -	\$ -
Printing, Shipping & Misc.				\$ 1,841.91	\$ -	\$ -
Subtotal				\$ -	\$ 2,585.91	\$ -

Summary of Out of Pocket Expenses: (Not to Exceed) \$ 19,478.37 \$ 2,585.91 \$ -

7 SUBCONSULTANTS

Centurion	\$ -	\$ -	\$ 484,950.00
NV5	\$ -	\$ -	\$ 169,270.00
ES&S	\$ -	\$ -	\$ 14,800.00
Loomacres	\$ -	\$ -	\$ 85,650.00
Subtotal (Not to Exceed)	\$ -	\$ -	\$ 754,670.00

8 MAXIMUM TOTAL FEE

Subtotal \$ 1,046,014.09 \$ 2,585.91 \$ 754,670.00

TOTAL (Not to Exceed) \$ 1,803,270.00

EXHIBIT IV SUMMARY

EXHIBIT V SUMMARY

BASIC AND SPECIAL SERVICES - COST BREAKDOWN

Airport Masterplan Study
 Planning Services for Airport Masterplan
 Columbia, Missouri
 BASIC & SPECIAL SERVICES
 6/21/2023 (REV1)

		Principal	Project Manager	Sr. Planner	Staff Planner	Sr. Civil Engineer	Sr. Environmental Specialist	Staff Environmental Specialist	Sr. Technician	Staff Technician	Quality Control Reviewer	Clerical	ENV / NEPA Lead	Other Costs
Gross Hourly Rates		\$ 269.49	\$ 224.58	\$ 205.86	\$ 164.69	\$ 205.86	\$ 232.06	\$ 168.43	\$ 157.20	\$ 119.78	\$ 243.29	\$ 104.80	\$ 276.98	
BASIC SERVICES														
	1	Pre-Planning and Project Coordination	12.0	144.0	28.0	0.0	0.0	0.0	8.0	0.0	21.0	10.0	8.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 51,800.00	\$ 3,233.93	\$ 32,339.26	\$ 5,764.17	\$ -	\$ -	\$ -	\$ 1,257.64	\$ -	\$ 5,109.15	\$ 1,048.03	\$ 2,215.84	\$ 831.98
	2	Stakeholder Involvement	1.0	116.0	140.0	48.0	0.0	0.0	36.0	32.0	0.0	30.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 79,800.00	\$ 269.49	\$ 26,051.07	\$ 28,820.87	\$ 7,905.15	\$ -	\$ -	\$ 5,659.37	\$ 3,832.80	\$ -	\$ 3,144.09	\$ -	\$ 4,117.15
	3	Airport Inventory	0.0	71.0	122.0	36.0	26.0	48.0	60.0	0.0	24.0	8.0	8.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 85,200.00	\$ -	\$ 15,945.05	\$ 25,115.33	\$ 5,928.86	\$ 5,352.45	\$ 11,139.08	\$ 10,106.02	\$ -	\$ 5,839.03	\$ 838.43	\$ 2,215.84	\$ 2,719.91
	4	Aviation Forecasts	0.0	16.0	12.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 8,750.00	\$ -	\$ 3,593.25	\$ 2,470.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,946.34	\$ -	\$ -	\$ 740.04
	5	Facility Requirements	0.0	16.0	137.0	49.0	55.0	0.0	49.0	0.0	16.0	2.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 64,150.00	\$ -	\$ 3,593.25	\$ 28,203.28	\$ 8,069.84	\$ 11,322.48	\$ -	\$ 7,703.03	\$ -	\$ 3,892.69	\$ 209.61	\$ -	\$ 1,155.81
	6	Alternative Development and Evaluation	16.0	16.0	124.0	120.0	48.0	0.0	72.0	0.0	12.0	5.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 78,850.00	\$ 4,311.90	\$ 3,593.25	\$ 25,527.06	\$ 19,762.88	\$ 9,881.44	\$ -	\$ 11,318.74	\$ -	\$ 2,919.52	\$ 524.02	\$ -	\$ 1,011.20
	7	Glycol Considerations	0.0	10.0	4.0	100.0	184.0	4.0	70.0	0.0	40.0	16.0	2.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 79,150.00	\$ -	\$ 2,245.78	\$ 823.45	\$ 16,469.07	\$ 37,878.86	\$ 928.26	\$ 11,790.36	\$ -	\$ 4,791.00	\$ 3,892.69	\$ 209.61	\$ 120.93
	8	Environmental Documentation	0.0	32.0	38.0	0.0	0.0	654.0	304.0	0.0	8.0	0.0	360.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 326,420.00	\$ -	\$ 7,186.50	\$ 7,822.81	\$ -	\$ -	\$ 151,769.95	\$ 51,203.83	\$ -	\$ 1,946.34	\$ -	\$ 99,712.72	\$ 6,777.84
	9	Airport Layout Plans	0.0	4.0	128.0	28.0	4.0	0.0	156.0	202.0	24.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 87,650.00	\$ -	\$ 898.31	\$ 26,350.51	\$ 4,611.34	\$ 823.45	\$ -	\$ 24,523.94	\$ 24,194.56	\$ 5,839.03	\$ -	\$ -	\$ 408.86
	10	Sustainability Initiatives (and FIP)	0.0	0.0	64.0	0.0	48.0	0.0	40.0	0.0	2.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 29,900.00	\$ -	\$ -	\$ 13,175.25	\$ -	\$ 9,881.44	\$ -	\$ 6,288.19	\$ -	\$ 486.59	\$ -	\$ -	\$ 68.53
	11	Financial Feasibility Analysis	0.0	20.0	72.0	16.0	2.0	0.0	0.0	0.0	16.0	4.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 27,400.00	\$ -	\$ 4,491.56	\$ 14,822.16	\$ 2,635.05	\$ 411.73	\$ -	\$ -	\$ -	\$ 3,892.69	\$ 419.21	\$ -	\$ 727.60
	12	Final Report and Project Closeout	2.0	12.0	32.0	24.0	2.0	0.0	0.0	32.0	12.0	34.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 25,300.00	\$ 538.99	\$ 2,694.94	\$ 6,587.63	\$ 3,952.58	\$ 411.73	\$ -	\$ -	\$ 3,832.80	\$ 2,919.52	\$ 3,563.31	\$ -	\$ 798.52
PART A SUBTOTAL		\$ 944,370.00												
SPECIAL SERVICES														
	1	Airport Obstruction Survey	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 =		\$ 169,270.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,270.00
	2	Exhibit A Property Map	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 =		\$ 14,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,800.00
	3	Wildlife Considerations	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 =		\$ 85,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,650.00
	4	Centurion Planning	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 =		\$ 484,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 484,950.00
	5	Contingency Environmental Services	0.0	0.0	0.0	0.0	0.0	240.0	110.0	0.0	0.0	0.0	99.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 104,230.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,695.39	\$ 18,527.70	\$ -	\$ -	\$ -	\$ 27,421.00	\$ 2,585.91
PART B SUBTOTAL		\$ 858,900.00												
PART A & PART B TOTAL		\$ 1,803,270.00												

(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

**EXHIBIT VI
07/25/2023
PERFORMANCE SCHEDULE
FOR
AIRPORT MASTERPLAN STUDY
AT
COLUMBIA REGIONAL AIRPORT**

PERFORMANCE SCHEDULE

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

BASIC SERVICES	
Study Element 1 - Pre-Planning	30 calendar days following receipt of the NTP
Study Element 2 - Stakeholder Involvement	Throughout duration of project
Study Element 3 - Airport Inventory (except special services)	45 calendar days following the conclusion of Study Element 1
Study Element 4 - Aviation Forecasts	45 calendar days following the conclusion of Study Element 3
Study Element 5 - Facility Requirements	30 calendar days following FAA concurrence with Aviation Forecasts from Study Element 4
Study Element 6 - Alternatives Development and Evaluation	60 calendar days following the conclusion of Study Element 5
Study Element 7 - Glycol Considerations	45 calendar days following the conclusion of Study Element 5
Study Element 8 - Environmental Documentation	90 calendar days following the conclusion of Study Element 6 and 7

Study Element 9 - Airport Layout Plan Drawing Set	90 calendar days following the conclusion of Study Element 8
Study Element 10 - Facilities Implementation Plan	45 calendar days following FAA approval of ALP set from Study Element 8
Study Element 11 – Sustainability Initiatives	20 calendar days following the conclusion of Study Element 8
Study Element 12 – Financial Feasibility Analysis	60 calendar days following the conclusion of Study Element 10
Study Element 13 - Final Report and Project Closeout	60 calendar days following conclusion Study Element 12
SPECIAL SERVICES	
Exhibit “A” Property Survey	120 calendar days after receipt of NTP
Aeronautical (AGIS) Survey (Actual start date is dependent upon tree canopy condition and may need to be started later than NTP which will impact completion timeline)	180 calendar days after receipt of NTP
Wildlife Hazard Assessment and Wildlife Hazard Management Plan	450 calendar days after receipt of NTP
Contingent Environmental Documentation	360 calendar days after completion of Study Element 8

Notes:

1. Estimated performance periods do not include review periods and meetings with the PSC and EC. These impacts to the schedule will be added once the PSC and EC are formed and meeting notification requirements and schedules can be agreed upon.
2. Study Element 8 – Environmental Documentation performance period may need to be adjusted depending on the environmental needs of the project which can't be quantified until sites are selected in prior study elements.

3. The duration of Special Services – Contingent Environmental Documentation is estimated to take approximately 12 months to complete. However, factors beyond the Consultant’s control such as formal agency consultation can extend this period longer.

END OF PERFORMANCE SCHEDULE

EXHIBIT VII
Grant Requirements

Services at the Columbia Regional Airport

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

As used in this document, Contractor means the entity entering into the contract with the City of Columbia.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	6.3%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer

of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Columbia, Boone County, Missouri.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting

from Federal assistance. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

This provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The City of Columbia, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

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

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);

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;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

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);

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).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in

the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

INFORMATION SUBMITTED AS A MATTER OF BIDDER RESPONSIVENESS:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1)
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

INFORMATION SUBMITTED AS A MATTER OF BIDDER RESPONSIBILITY:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1)
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

RACE/GENDER NEUTRAL MEANS

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Columbia, Missouri to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor’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 [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ENERGY CONSERVATION REQUIREMENTS

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*)

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction

contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive

Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building

design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

Owner 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.

Owner 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.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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.

The terminating party must provide the breaching party [7] 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.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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 Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner 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.

Owner 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.

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner 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 Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner 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. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.