

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 173-14

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: June 16, 2014

Re: Professional Engineering Services Agreement for an Aeronautical Survey for Runway 13/31 Improvements at the Columbia Regional Airport

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: Maps

Executive Summary

Authorizing Burns and McDonnell Engineering Company, Inc., to conduct an Aeronautical Obstruction Survey on the proposed new alignment of Runway 13-31 at the Columbia Regional Airport. The Federal Aviation Administration (FAA) has approved the selection of Burns and McDonnell for this project, as well as their proposed scope of services and fee structure. This project is estimated to cost \$69,521.00, and is 90% reimbursable by FAA.

Discussion

At the December 13, 2013 Council meeting, Resolution 265-13 was adopted for Phase 1 design for reconstruction of Runway 13-31, and Taxiway B, at its intersection with Runway 20. The Aeronautical Survey for Runway 13-31 project was identified in the 2009 Airport Master Plan to re-establish instrument approach procedures after reconstruction of Runway 13-31. The Aeronautical Survey project is expected to take 18-30 months to complete.

The Aeronautical Survey will integrate surveying, photogrammetry and GIS to create a standardized data set to inform critical decisions relative to airport planning, approach procedure development, and ALP (Airport Layout Plan) development for the reconstruction Runway 13-31.

The total project is estimated to cost \$69,521.00, with 90% reimbursement, or \$62,569 from FAA. The City has a 10% local match or \$6,952. Funds are being appropriated with this ordinance.

Fiscal Impact

Short-Term Impact: This project is estimated to cost \$69,521, with \$62,569 to be reimbursed by FAA, and the City's local match of \$6,952 to be paid from Transportation Sales Tax.

Long-Term Impact: None

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

Authorize Burns and McDonnell to conduct an Aeronautical Obstruction Survey on the proposed new alignment of Runway 13-31 at the Columbia Regional Airport; and appropriate funds.

Legislative History

01/21/14- (R13-14) - Amendment No. 1 to agreement with Burns & McDonnell Engineering Company for design of reconstruction of Runway 13-31 and Taxiway B at its intersection with Runway 20.

12/16/13 - (R265-13) - Agreement with Burns & McDonnell Engineering for design of the reconstruction of Runway 13-31 and Taxiway B at its intersection with Runway 20.



Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 173-14

AN ORDINANCE

authorizing an agreement for professional engineering services with Burns & McDonnell Engineering Company, Inc. to conduct an aeronautical obstruction survey on the proposed new alignment of Runway 13-31 at the Columbia Regional Airport; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for professional engineering services with Burns & McDonnell Engineering Company, Inc. to conduct an aeronautical obstruction survey on the proposed new alignment of Runway 13-31 at the Columbia Regional Airport. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The sum of \$62,569.00 is hereby appropriated from the Federal Contributions Account No. 554-0000-496.02-00 C44092 and \$6,952.00 is hereby appropriated from the Transportation Sales Tax Account No. 221-0000-101.01-00 to the Upgrade Crosswind Runway Account No. 554-6288-881.49-90 C44092.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the following accounts to cover the above appropriation:

Federal Contributions Account No. 554-0000-496.02-00 C44092
Transportation Sales Tax Account No. 221-0000-101.01-00

Director of Finance

COPY

**AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
BURNS & McDONNELL ENGINEERING COMPANY, Inc.**

THIS AGREEMENT made as of _____ day of _____, 20____, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Burns & McDonnell Engineering Company, Inc. of Kansas City, Missouri, hereinafter called the ENGINEER.

WITNESSETH, that whereas the CITY intends to make improvements as described below, hereinafter called the PROJECT, consisting of the following:

Aeronautical Obstruction Survey performed on the proposed Runway 13-31 new alignment at Columbia Regional Airport (COU).

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

ENGINEER shall serve as CITY's professional engineering contractor in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of the services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 ENGINEER shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated May 7, 2014, including Attachment A-1 and B.

2.1.2 The ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. The ENGINEER shall dedicate whatever additional resources are necessary to accomplish the PROJECT within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of the ENGINEER without the written approval of the CITY.

<u>Name and Title</u>	<u>Assignment</u>
David Hadel, Director of Aviation Services	Program Manager
Joe Moses, Associate Civil Engineer	Production Manager
Robert Crain, Senior Planner	Aviation Planner

All of the services required hereunder will be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted 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 the CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 The ENGINEER shall furnish such periodic reports as the CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by the CITY to assure proper accounting for all project funds. These records must be available to the CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by CITY, and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation

Consult with CITY's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements

- 3.1.2 Property Procurement Assistance
Provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 3.1.3 Obtaining Services of Others
Provide through subcontract the services or data set forth in Attachment A.
- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services
Services not specifically defined heretofore that may be authorized in writing by CITY.

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to CITY's requirements for the PROJECT.
- 4.2 Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Attachment A - "Scope of Basic Services," dated May 7, 2014, including Attachment A-1 and B.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.
- 4.6 Designate John D. Glascock, P.E., Director of Public Works, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the

services covered by this Agreement.

4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ENGINEER data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within (for Items B.1 in Attachment "A") 56 weeks from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

6.1.1.1 "Schedule of Hourly Labor Billing Rates" is not included as the contract is a lump sum payment, not per hour.

6.1.1.2 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ENGINEER.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY, will be billed at the cost to ENGINEER.

6.1.1.5 For time spent by outside individual professional consultants employed by ENGINEER in providing services to CITY, the cost to ENGINEER. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$69,521.00.**

6.2 Payments

6.2.1 The ENGINEER shall submit an invoice for services rendered to the CITY not more than once every month. Upon receipt of the invoice and progress report, the CITY will, as soon as practical, pay the ENGINEER for the services rendered, provided the CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by the CITY, the five percent (5%) of these services retained by the CITY will be paid to the ENGINEER.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 ENGINEER'S INSURANCE: ENGINEER agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ENGINEER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ENGINEER under this contract

Commercial General Liability ENGINEER agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations,

the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

Business Automobile Liability ENGINEER agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation Insurance & Employers' Liability ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the ENGINEER shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

Additional Insured ENGINEER agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation ENGINEER agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ENGINEER to enter into an pre-loss agreement to waive subrogation without an endorsement, then ENGINEER agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should ENGINEER enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance ENGINEER agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, ENGINEER shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of ENGINEER, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with ENGINEER or a subcontractor for part of the services), of anyone directly or indirectly employed by ENGINEER or by any subcontractor, or of anyone for whose acts the ENGINEER or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require ENGINEER to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

7.1.3 **Professional Oversight Indemnification**

The ENGINEER understands and agrees that CITY has contracted with ENGINEER based upon ENGINEER's representations that ENGINEER is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, ENGINEER agrees to defend,

indemnify and hold and save harmless the CITY from any and all claims, settlements and judgments whatsoever arising out of the CITY's alleged negligence in hiring or failing to properly supervise the ENGINEER.

The insurance required by this Agreement shall include coverage which shall meet ENGINEER's obligations to indemnify the CITY as set out above and the CITY shall be named as co-insured for such insurance.

7.2 Professional Responsibility

7.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from CITY, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER's failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER's services for the PROJECT.

7.2.2 In addition, ENGINEER will be responsible to CITY for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

7.3 Estimates and Projections

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

7.4 On-Site Services

PROJECT site visits by ENGINEER during construction shall not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.

7.5 Changes

CITY shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized

representative of the CITY and the President or any Vice President of the ENGINEER.

7.6 Suspension of Services

Should CITY fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in his services or if CITY fails to make any payment to ENGINEER on account of its services and expenses within ninety (90) days after receipt of ENGINEER's bill therefor, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

7.7 Termination

Services may be terminated by the CITY at any time and for any reason, and by the ENGINEER in the event of substantial failure to perform in accordance with the terms hereof by the CITY through no fault of the ENGINEER, by ten (10) days' notice. If so terminated, CITY shall pay ENGINEER all uncontested amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of CITY's termination of the Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of the CITY become its property.

Further, the ENGINEER shall not be relieved of any liability to the CITY for any damages sustained by the CITY by virtue of any breach of this Agreement by ENGINEER and the CITY may withhold any payments due the ENGINEER for the purpose of set-off until such time as the exact amount of damages to the CITY, if any, is determined.

7.8 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the PROJECT. Such publications will be provided to CITY in draft form for CITY's advance review. CITY will review such drafts promptly and will provide comments to ENGINEER. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ENGINEER's activities pertaining to any such publication shall be paid entirely by ENGINEER.

7.9 Nondiscrimination

During the performance of this Agreement, ENGINEER agrees to the following:

7.9.1. ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, 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. ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 ENGINEER shall, in all solicitation or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

7.9.3 ENGINEER shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

CITY and ENGINEER each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of the CITY and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

ENGINEER shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing.

This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract Document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 ENGINEER agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this contract ENGINEER 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. ENGINEER 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.

7.14.3 ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 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.

7.16 Entire Agreement

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

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 554-6288-881.49-90, C44092, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

ENGINEER

By: _____
David G. Hadel, P.E. *(Name/Title)*
Director of Aviation Services

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall 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 any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

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

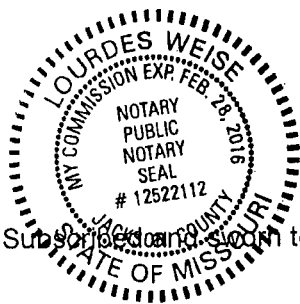
Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

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

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

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



Megan Perdue
Affiant

Megan Perdue
Printed Name

Subscribed and sworn to before me this 9th day of June, 2014.

Lourdes Weise
Notary Public

ATTACHMENT A
SCOPE OF WORK

ATTACHMENT "A"
May 7, 2014
SCOPE OF BASIC SERVICES
FOR PROFESSIONAL SERVICES
FOR
AERONAUTICAL OBSTRUCTION SURVEY PERFORMED ON THE
PROPOSED RUNWAY 13-31 NEW ALIGNMENT
AT COLUMBIA REGIONAL AIRPORT

A. PROJECT NAME:

1. **Project Name:** Aeronautical Obstruction Survey performed on the proposed Runway 13-31 new alignment at Columbia Regional Airport (COU).

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

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

1. Aeronautical Obstruction Survey performed on the proposed Runway 13-31 new alignment at Columbia Regional Airport (COU). Burns & McDonnell will subcontract this work to Quantum Spatial, Inc. A detailed description of the Scope of Services is included in the Attachment A-1, Quantum Spatial, Inc. proposal dated February 27, 2014.

C. ESTIMATED TIME OF COMPLETION:

1. The time to complete the Scope of Services for items identified in B.1 of this Scope of Work is estimated at Fifty Six (56) weeks from the Notice To Proceed.
END OF SOW

ATTACHMENT A-1

AERONAUTICAL SURVEY REQUIREMENTS



4020 Technology Parkway
Sheboygan, WI 53083
P: 855.255.5212
F: 920.457.0410
quantumspatial.com

February 27, 2014

Mr. Joe Moses, P.E.
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114

Project: E114-23774 | Aeronautical Obstruction Survey – Columbia Regional Airport (COU) Revised

Dear Mr. Moses:

This *revised* summary of work describes our understanding of the scope of work and services required for an aeronautical obstruction survey at the Columbia Regional Airport located in Columbia, Missouri. *The obstruction surveys will be performed for the proposed new alignment to runway 13/31.* The project will be done in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- ➔ AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey."
- ➔ AC 150/5300-17C "Standards for Using Remote Sensing Technologies in Airport Surveys."
- ➔ AC 150/5300-18B "General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards."

Summary of Work

We understand that the purpose of this project is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7.

For this project, we will acquire new vertical stereo aerial photography at a nominal scale of 1"=1,333' for obstruction surface areas and 1"=600'. The aerial photography will cover all of the VG Airspace Analysis surfaces using natural color film during leaf-on conditions.

From the aerial photography, we will provide 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

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards. In addition, we insure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Columbia Regional Airport, inclusive of the obstruction surfaces as defined in AC 150/5300-18B for the proposed modifications to runway 13/31.



Control Surveying

Airborne GPS control (ABGPS) will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using Continuously Operating Reference Stations (CORS) and reference it to the following project control datums:

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

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

Quantum Spatial 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 150/5300-16A
- Obtain all necessary ground control photo identifiable control check points required to validate the ABGPS control.
- 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
- Control for any obstruction obstacles or airport planimetric features that cannot be collected by photogrammetric methods
- Complete map checks for feature attribute data and update the final map file attribution
- Preparation of a survey and quality control plan, imagery plan, and final project report as required for submission to the FAA AGIS online database.
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Obstruction Charts."

Orthophoto Mapping

We will use the control solution and scans of the aerial negatives to generate a Digital Elevation Model (DEM) for the VG surfaces. The aerial scans 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 and be delivered in a GeoTIFF file format via external hard drives.

VGA Obstruction Surveys

For the VGA Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B:

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

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 deliveries will include the off-airport landmark planimetric mapping and the airport planimetric mapping and photogrammetric attribution data.

The final data will be delivered in a format to work with ESRI shape files. Feature attributes will be built into a spreadsheet (with key object identifiers). Delivery formats can be discussed and adjusted between Burns & McDonnell and Quantum Spatial as the project continues to develop.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

After notice to proceed, airspace analysis project takes approximately 56 weeks. The following chart is an estimate of the times required to complete the survey and is subject to FAA and NGS review.

Activity	Weeks
Sponsor created Login	2
Statement of work	4
Geodetic control, image and survey and quality control plan	6
Acquire image & survey control	8
Submit image data and survey control for review	4
Mapping	8
Final deliverables to FAA and NGS for Review	24

Deliverables

Quantum Spatial 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 <http://airports-gis.faa.gov>.

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 to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan
- Image Delivery
- Digital limited landmark detail outside the airport
- Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format)
- Obstruction survey data (that covers VG surfaces)
- NAVAID data
- Photogrammetrically derived attributes in defined format
- FGDC compliant metadata
- Final Report



Other than the 18B delivery, we will deliver the following items to Burns & McDonnell:

- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)
- Obstruction survey data for Runway 13/31 in Microstation/Excel/CSV file format (first 3,000 feet beyond each runway)

All digital files will be delivered on external hard drive or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$57,395.00

Client Responsibilities

Burns & McDonnell will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Quantum Spatial.

Burns and McDonnell shall provide Quantum Spatial with the runway end coordinates for the proposed new runway alignment. Proposed runway coordinate ends must have a 2' horizontal and 1' vertical positional accuracy with respect to the final construction.

Burns and McDonnell shall provide runway centerline profiles at 10' stations with offsets 10' left and 10' right for the proposed runway alignment.

Quantum Spatial Representative

Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

We look forward to working with you and your staff to complete this project in a timely and cost effective manner.

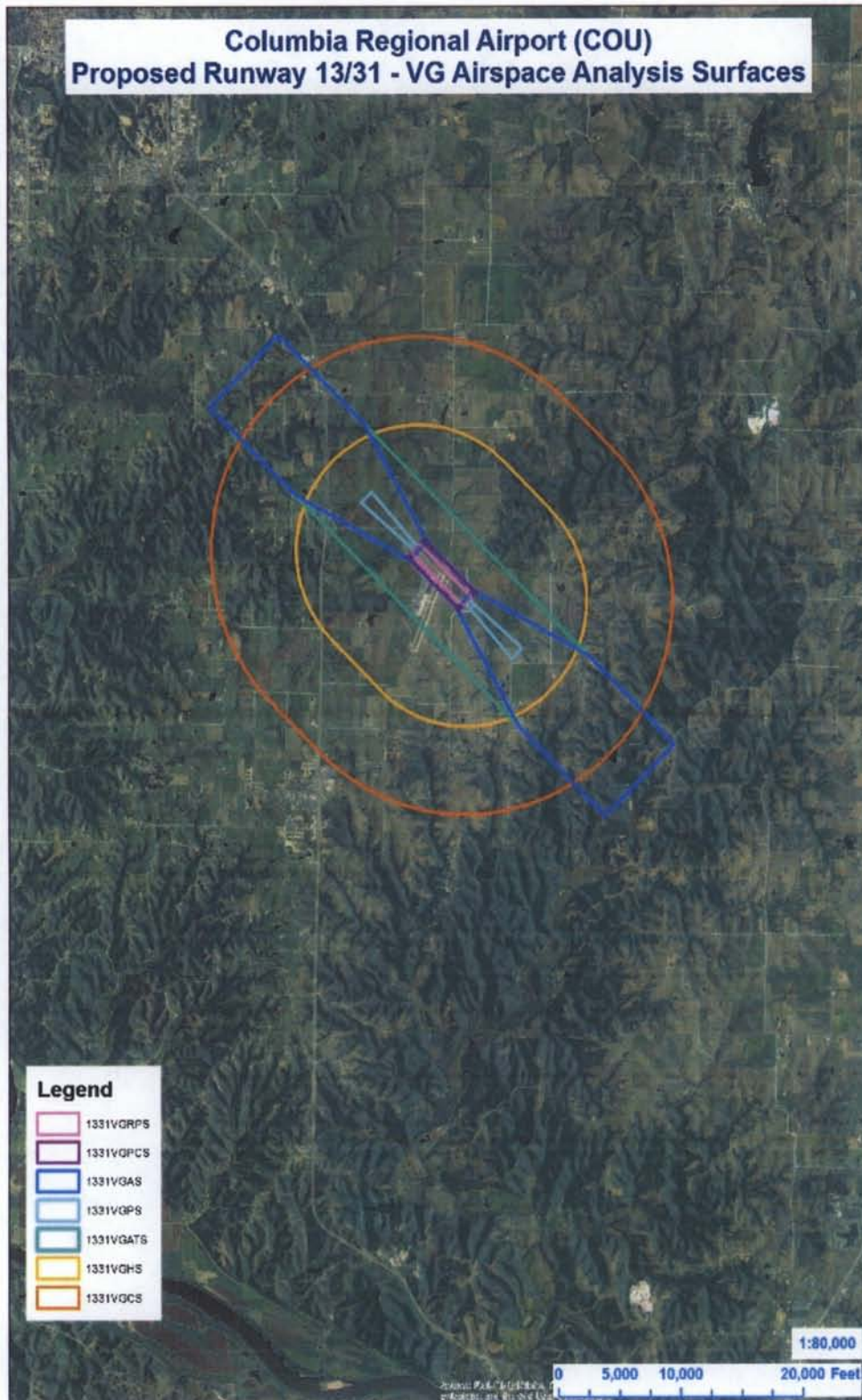
Should you have any questions regarding this proposal, please contact me at 918.398.4477 or email me at cmefford@quantumspatial.com.

Best regards,

A handwritten signature in black ink, appearing to read 'Cliff Mefford', with a large, sweeping flourish at the end.

Cliff Mefford, RPP, CP
Quantum Spatial, Inc.
cmefford@quantumspatial.com

**Columbia Regional Airport (COU)
Proposed Runway 13/31 - VG Airspace Analysis Surfaces**



ATTACHMENT B
FEDERAL PROVISIONS

Attachment B – Federal Provisions

(Revised January 10, 2014)

By entering into this Agreement, the Consultant, Burns & McDonnell Engineering Company, Inc. agrees to abide by the Federal Provisions included herein.

All references made to “Contract” shall pertain to Agreement.

All references made herein to “Contractor” shall pertain to Consultant, Burns & McDonnell Engineering Company, Inc.

All references made herein to “Subcontractor” shall pertain to any and all subconsultants under contract with Consultant, Quantum Spatial, Inc.

All references made herein to “Sponsor” shall pertain to Owner, City of Columbia, Missouri.

FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS

1 – ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration (FAA), 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 this 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.

2 – BUY AMERICAN PREFERENCE

This provision is omitted as none of the identified deliverables constitute a manufactured product.

3 – CIVIL RIGHTS: GENERAL PROVISIONS

The Contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4 – CIVIL RIGHTS: TITLE VI ASSURANCES

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies the Contractor 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.

Title VI Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Statutes 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. **Non-discrimination:** The Contractor, with regard to the work performed by it during this 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor/subcontractor 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 FAA, 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 nondiscrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the FAA 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 the 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 FAA 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 Statutes and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 discrimination 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, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to the Contractor’s programs (70 FR 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits the Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

5 – DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) – The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of their contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT 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 Sponsor deems appropriate.

Prompt Payment (§26.29) – The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the Contractor receives from the Sponsor. The Contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar 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 Sponsor. This clause applies to both DBE and non-DBE subcontractors.

6 – FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This provision is incorporated by reference to 29 U.S.C. § 201, et seq.

7 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Contractor certifies that by executing the Contract, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, 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 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.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Title 31, U.S.C., Section 1352. 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.

8 – OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This provision is incorporated by reference to 29 CFR Part 1910.

9 – RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this Contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this Contract is executed.

10 – TRADE RESTRICTION CLAUSE

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) 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 published by the Office of the United States Trade Representative (USTR);
- b) 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the Sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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, U.S.C., Section 1001.

FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS EXCEEDING \$10,000

11 – TERMINATION OF CONTRACT

1. The Sponsor may, by written notice, terminate this Contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, shall be delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is to be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS EXCEEDING \$25,000

12 – CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

By submitting a Contract for execution by the Sponsor, the Contractor certifies that at the time the Contractor submits said Contract that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification Regarding Debarment and Suspension (Contractor Regarding Lower Tier Participants)

The Contractor, 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 Contractor 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 Certificate Regarding Debarment and Suspension, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS EXCEEDING \$100,000

13 – 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. 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.

14 – CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this Contract, the Contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

15 – 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) above, 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 above, 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 above.

3. *Withholding for Unpaid Wages and Liquidated Damages.*

The FAA 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 any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 above.

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 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 section.

Ban on Texting When Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor requires the Contractor to comply (as follows) with the current plan to prevent Texting When Driving:
 - 1. Texting when driving is not permitted when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. The Contractor shall develop work safety initiatives and post them at a prominent location on the job site which states, "Texting when driving is not permitted when performing any work related task associated with the "Project."
 - a. Non- compliance with this requirement will result in immediate dismissal from Airport Project and Airport Property.

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
RW 13-31 AERONAUTICAL SURVEY
COLUMBIA REGIONAL AIRPORT
DESIGN SERVICES
BASIC AND SPECIAL SERVICES
May 7, 2014

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)		
			Office	Field	Contract
Principal	4.00	\$56.00	\$224.00	\$0.00	\$0.00
Project Manager	62.00	\$52.30	\$3,242.60	\$0.00	\$0.00
Sr. Civil Eng.	0.00	\$39.60	\$0.00	\$0.00	\$0.00
Staff Civil Eng.	0.00	\$29.90	\$0.00	\$0.00	\$0.00
Assist. Civil Eng.	0.00	\$29.00	\$0.00	\$0.00	\$0.00
Assoc. Electrical Eng.	0.00	\$52.00	\$0.00	\$0.00	\$0.00
Sr. Electrical Eng.	0.00	\$48.00	\$0.00	\$0.00	\$0.00
Staff Electrical Eng.	0.00	\$39.00	\$0.00	\$0.00	\$0.00
Sr. Tech.	0.00	\$27.30	\$0.00	\$0.00	\$0.00
Staff CADD Tech.	0.00	\$24.70	\$0.00	\$0.00	\$0.00
Geotechnical Eng.	0.00	\$48.00	\$0.00	\$0.00	\$0.00
Clerical	5.00	\$21.25	\$106.25	\$0.00	\$0.00
	71.00				
Total Direct Salary Costs			\$3,572.85	\$0.00	\$0.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @	205.35%	Office	\$7,336.85		
Percentage of Direct Salary Costs @	148.04%	Field		\$0.00	
Percentage of Direct Salary Costs @	54.31%	Contract			\$0.00

3 SUBTOTAL:

Items 1 and 2			\$10,909.70	\$0.00	\$0.00
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4 PROFIT:

10.00%	% of Item 3 Subtotal		\$1,090.97	\$0.00	\$0.00
	Subtotal		\$12,000.67	\$0.00	\$0.00

5 OUT-OF-POCKET EXPENSES:

a. Transportation (Office Staff)	0.00 miles @	\$0.565 / Mile =	\$0.00		
b. Transportation (Field Staff)	0.00 Miles @	\$0.565 / Mile=		\$0.00	
c. Per Diem (meals) office (per day)	0.00 days @	\$10.00 / day=	\$0.00		
d. Per Diem (lodging) office (per day)	0.00 days @	\$77.00 / day=	\$0.00		
e. Per Diem field (meal & Lodging) : per day	0.00 days @	\$123.00 / day =		\$0.00	
f. Comp. hrs: (N/A)	0.00 Hours @	\$0.00 / Hour =	\$0.00		
g. Comp. hrs: (N/A)	71.00 Hours @	\$0.00 / Hour =	\$0.00		
h. Copies, Printing, & Shipping		=	\$125.33	\$0.00	\$0.00
Total Out-of-Pocket Expenses			\$125.33	\$0.00	\$0.00

6 SUBCONTRACT COSTS:

a. QUANTUM SPATIAL:	=	\$57,395.00	\$0.00	\$0.00
b. :	=	\$0.00	\$0.00	\$0.00
	Subtotal	\$57,395.00	\$0.00	\$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6			\$69,521.00	\$0.00	\$0.00
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TOTAL:	SUMMARY	\$69,521.00
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SUMMARY



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps

**Columbia Regional Airport (COU)
Proposed Runway 13/31 - VG Airspace Analysis Surfaces**

