

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 193-14

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: July 7, 2014

Re: Authorizing a Reimbursable Memorandum of Agreement with FAA for Cable Relocation at the Columbia Regional Airport, and Appropriating Funds

Documents Included With This Agenda Item

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

Supporting documentation includes: Maps

Executive Summary

Authorizing a reimbursable Memorandum of Agreement with the Federal Aviation Administration (FAA) for cable relocation related to Phase I of the Reconstruction of Runway 13-31 project. The project is estimated to cost \$45,506 and is eligible for 90% reimbursement from the FAA.

Discussion

Phase I of the reconstruction of Runway 13-31 project will reconstruct a portion of Runway (RWY) 13-31 and Taxiway Bravo near the intersection of RWY 2-20 at the Columbia Regional Airport. This project will not physically impact any FAA-owned NavAids equipment, but will impact underground power cables that service RWY 20 Visual Approach Slope Indicator (VASI). This project will require the installation of new power cables to service the RWY 20 VASI. The new cables will run parallel to the existing power cables and cross the runway through a concrete encased duct bank. The new cables will also cross under Taxiway Bravo through a 4" rigid galvanized steel conduit.

The reimbursable Agreement developed by the FAA, indicates the cost of work will not exceed \$45,506. The full amount is required to be paid to the FAA as a lump sum prior to the start of the work. If the work does not require the full amount of the pre-payment, the excess will be refunded to the City of Columbia. After the project is complete, an FAA grant will reimburse the City 90% of the project cost. The FAA cable relocation will take place in FY15 during Phase I of crosswind Runway 13-31 reconstruction project.

Fiscal Impact

Short-Term Impact: The project is estimated to cost \$45,506 with 90% reimbursement from the FAA. The City's local match is \$4,551, and will be paid from Transportation Sales Tax funds.

Long-Term Impact: None

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development, Transportation

Strategic Plan Impact: Economic Development

Comprehensive Plan Impact: Mobility, Connectivity, and Accessibility, Economic Development

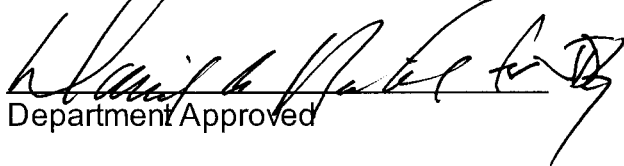
Suggested Council Action

Approve the Memorandum of Agreement with FAA for cable relocation at the Columbia Regional Airport, and appropriate funds.

Legislative History

1/21/14 (R13-14) - Agreement with Burns & McDonnell for design of Phase I, reconstruction of Runway 13-31.

6/26/14 - Grant Agreement Offer received from the FAA for 90% reimbursement of design costs for Phase I of reconstruction of Runway 13-31 project.


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 193-14

AN ORDINANCE

authorizing a non-federal reimbursable agreement with the Department of Transportation Federal Aviation Administration for relocation of underground power cables as part of Phase I of the reconstruction 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 a non-federal reimbursable agreement with the Department of Transportation Federal Aviation Administration for relocation of underground power cables as part of Phase I of the reconstruction 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 \$40,955.00 is hereby appropriated from the Federal Contributions Account No. 554-0000-496.02-00, C44114 and \$4,551.00 is hereby appropriated from the Transportation Sales Tax Account No. 221-0000-101.01-00 to the Cable Relocate Runway 13-31 Account No. 554-6288-881.49-90, C44114.

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, C44114
Transportation Sales Tax Account No. 221-0000-101.01-00

Director of Finance

Agreement Number
AJW-FN-CSA-14-3052

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF COLUMBIA
COLUMBIA REGIONAL AIRPORT
COLUMBIA, MISSOURI**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Columbia, Missouri (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and, the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and City of Columbia.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to support the Sponsor's project to reconstruct a portion of Runway (RWY) 13-31 and Taxiway (TWY) B near the intersection of RWY 2-20 at the Columbia Regional Airport (COU). This project will not physically impact any FAA-owned NavAids equipment but will impact underground power cables that service RWY 20 Visual Approach

Slope Indicator (VASI). The Sponsor's project will require the installation of new power cables to service the RWY 20 VASI. The new cables will run parallel to the existing power cables and cross the runway through a concrete encase duct bank built by the Sponsor. The new cables will also cross under relocated Taxiway B through a 4 inch rigid galvanized steel conduit.

The Sponsor will be responsible for disconnecting, removing, and reinstalling cables according to FAA practices and policies. This Agreement provides funding for the FAA to perform engineering reviews, construction oversight, and equipment checkout of FAA impacted facilities.

Finally, in furtherance of this Agreement, the Sponsor will perform all engineering design and construction activities associated with this project. The Sponsor will also have the responsibility to ensure no other activities or projects, scheduled or otherwise, excepting events that are outside of Sponsor's control, interfere with the FAA's equipment installation, performance verification, acceptance inspections, flight inspections, and/or other scheduled project activities. Any interference with FAA activities and responsibilities will add additional costs to the original estimate submitted. The Sponsor shall be responsible for ensuring all Sponsor work associated with the project is done in compliance with all applicable codes.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**“Engineering Review and Construction Oversight of RWY 20 VASI
underground power cables at Columbia Regional Airport (COU), Columbia,
Missouri”**

B. The FAA will perform the following activities:

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
2. Provide applicable FAA directives, specifications, drawings and other information required to assist the Sponsor in designing and preparing the site specific plans and specifications for the project.
3. Meet with the Sponsor to coordinate and discuss project planning and engineering.
4. Perform engineering design review of the Sponsor's plans and specifications in support of the Sponsor's construction project. The FAA will provide one (1) review cycle at 90%. The Sponsor's design plans and specifications are not final until the FAA Contracting Officer has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.

5. Electronically locate and physically mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
6. Coordinate with the Airport Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA F&E actions. Also, ensure NEPA documentation meets FAA requirements and approvals.
7. Complete Environmental Due Diligence Audit (EDDA) documentation for FAA F&E facilities with real property transaction(s) that are associated with this project.
8. If the FAA finds the new sites acceptable as replacements for the existing sites, the FAA will establish no-cost land Memorandum of Agreement (MOA) for the new facility sites.
9. Provide personnel to turn NAVAIDS on and off during off-shift hours to minimize impact to airport operations
10. Provide a Resident Engineer (RE) to oversee the construction effort of all FAA impacted and relocated FAA facilities. No work will be accepted unless performed under the oversight of the RE. Provide RE services during all construction phases of the project necessary to establish and/or restore service(s) to affected FAA facilities, systems, and equipment. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact FAA facilities, systems, equipment, and their infrastructures. In furtherance of these responsibilities the RE will:
 - a. Be the FAA's primary point of contact for the Sponsor during these phases of the project to ensure that all necessary information is coordinated with the appropriate FAA parties;
 - b. Ensure all reasonable efforts are made to minimize the impact to FAA operations and existing facilities;
 - c. Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed;
 - d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule;
 - e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project;
 - f. Ensure compliance with all FAA rules, regulations, orders, standards, requirements, and agreements; and
 - g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.

The RE does NOT have authority to:

- a. Revoke, alter, or waive any requirement(s) of the design plans and specifications, drawings, and the construction contract let by the Sponsor;
 - b. Act as the contractor's foreman, or perform any other duties for the contractor;
 - c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor; and
 - d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.
11. Review and approve the Contractor's construction "As-Built" drawings for that portion of the project that includes FAA facilities, systems, equipment, and/or infrastructure.
 12. Participate with the Sponsor in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions.
 13. Participate in, coordinate with, and perform all activities associated with the restoration of any and all affected FAA facilities, systems, and/or equipment.
 14. Provide disposition instructions of the replaced facilities.
- C. The Sponsor will perform the following activities:
1. Provide funding for all activities outlined in this Agreement. Funded activities include the material, construction, electronic installation and any environmental remediation necessary to accommodate the Project.
 2. Prior to the commencement of any construction, the Sponsor must grant necessary land rights and enter into or modify a no-cost land Memorandum of Agreement (MOA) with FAA for identified facilities (new or relocated) for a 20-year term. The land rights granted within airport boundaries are to include, but not limited to essential land sites, and associated easements for any access road, cable route and/or restricted critical areas. Also, each party has responsibilities to remediate all identified hazardous substance contamination defined in provisions of the MOA.
 3. Perform all appropriate surveys and construction for the relocation of FAA impacted facilities; this includes all associated components, hardware, and associated infrastructure. The specifics are as follows:

RWY 20 VASI

- a. Design and construct concrete duct
- b. Remove and reinstall power and control cables

- c. Reinstall power and control cables with no splices (full home run)
 - d. Return system to service
- 4. Facilitate, document, and mitigate issues as identified by the FAA in a timely manner.
- 5. Coordinate schedule and construction sequencing plan with the FAA Construction/Installation Center before finalizing it to ensure that everyone is in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a schedule within 30 days of the effective date of this Amendment, and updated monthly (or as soon as changes occur), including the following tasks:
 - a. Construction bid;
 - b. Construction award;
 - c. Construction start;
 - d. Construction complete;
 - e. Overall construction sequencing schedule, to include FAA facilities;
- 6. Survey and provide drawings of areas involved with, affected by or, impacted by work under this reimbursable agreement.
- 7. Provide to the FAA detailed information (exhibits, diagrams, drawings, photographs, plans, elevations, coordinates and heights for all of the proposed, planned or related projects at the airport.
- 8. Submit Obstruction Evaluations for the proposed location of all impacted FAA systems and shelters and any construction activities requiring separate review and approval.
- 9. Provide to the FAA three sets of ANSI size "D" design drawings of the project's plans and specifications in hard-copy format for the FAA's coordination and review at 90% design phase. The FAA will require 60 calendar days for review of the 90% submission. Within 21 working days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA a written response to each of the FAA's comments, suggestions, and/or requirements. The FAA Contracting Officer will notify the Sponsor when the drawings and specifications are final. No work may proceed that affects operational FAA facilities until the drawings and specifications are final.
- 10. The Sponsor's design and construction shall be completed in accordance with all FAA, state, and local requirements.
- 11. Complete the contract, offer, & award process for the construction phase of the project using approved FAA plans and specifications for FAA impacted facilities.
- 12. Before starting any construction, provide 6 copies of the construction package to:

FAA NAVAIDS Construction/Installation Center B
ATTN: Matt Sibert
AJW-C14H, Manager
901 Locust St.
Kansas City, MO 64106

13. Provide to the FAA final project plans and specifications as soon as they are issued. The complete/finalized project plans and specifications shall be provided to the FAA no later than 30 days prior to the start of the construction project. The complete/finalized project drawings and plans and specifications shall be sent to the addresses in this agreement. No work may be performed that affects any FAA systems or facilities until copies of the final drawings are fully approved, signed and returned to the sponsor. Advise the FAA of any proposed changes before/during construction.
14. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, and/or equipment no less than 45 days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation facility, system, and/or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigation facility, system, and/or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, and/or pavement or grading work.
15. Verify marked FAA power and control cables by hand digging at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and/or equipment impacted by the project activities. The replacement of the FAA power and control cables shall be done in accordance with applicable FAA rules, regulations, orders, requirements and standards.
16. Provide copies of all critical shop drawings, as required.
17. Notify the FAA at least 60 calendar days in advance of when FAA construction oversight services are required. A FAA Resident Engineer (RE) will be required when any construction associated with or on FAA facilities, systems, and/or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA construction inspector does not relieve the Sponsor or its Contractor from any requirement contained in this Agreement, nor is the COR/RE authorized to change any term or condition of the Agreement without the Contracting Officer's written authorization.
18. Ensure its Contractor maintains an adequate inspection system and perform such inspections to ensure the work performed under the contract conforms to requirements in this MOA. The Sponsor's Contractors shall maintain complete

inspection records and make them available to the FAA. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.

19. Provide all appropriate documentation on make/models numbers and manuals on all systems installed, as required.
 20. Participate in a mutual or joint inspection of the relocated FAA facilities and prepare a plan for the correction of any items that are identified as not acceptable to the FAA.
 - a. If the Sponsor's contractor will correct these items, the Sponsor will be responsible for payment to their contractor(s);
 - b. If the FAA completes these corrections, the FAA will be reimbursed by the Sponsor.
 21. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's EDDAs, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor.
 22. Provide the FAA unencumbered access to the new site areas.
 23. Provide to the FAA at the time of the CAI all warranty information and documentation on the FAA facilities, systems, and/or equipment work done by the Sponsor's contractor, including material and equipment provided, cable and grounding/ lightning protection system testing, etc.
 24. Provide a secure and weather protected dry storage site or facility as required for all FAA provided equipment and existing equipment once the equipment is removed from its existing location, until the equipment is reinstalled.
 25. Provide the FAA three sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using Microstation format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the "As-Built" drawings as required by this Agreement, the FAA will complete the "As-Built" drawings and bill the Sponsor.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes ☐ No. If Yes, the grant date is: _____ and the grant number is: 3-29-0022-036.

ARTICLE 4. Points of Contact

A. FAA:

1. The Central Service Area, Kansas City NAVAIDS Engineering Center will perform the scope of work included in this Agreement. Brad Urey is the Program Implementation Manager (PIM) and liaison with the Sponsor and can be reached at (817) 222-4029. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at 817-222-4395.

B. Sponsor:

Don Elliot, Airport Manager
Columbia Regional Airport
11300 S Airport Drive
Columbia, MO 65201
Phone: (573) 817-5060
Dee@gocolumbiamo.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the equipment or construction, and has accepted it as substantially complete and ready for use. The Sponsor shall enter into a transfer agreement with the FAA for conveyance of the

ownership. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

The transfer of ownership of such real and personal property to the FAA shall be supported by Attachment A (Sponsor Cost and Transfer Certification Form) executed by the Sponsor and FAA. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that will be included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. Attachment A must be submitted to the FAA within 90 calendar days from the date of official request from the FAA.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

| Description of Reimbursable Item | Estimated Cost |
|---|------------------|
| LABOR | |
| Civil Engineering WB4020 | 8,539.70 |
| Electrical Engineering | 4,269.85 |
| Environmental WB4030 | 4,269.85 |
| Site Tech WB4020 | 1,491.11 |
| Resident Engineer WB4020 | 14,410.74 |
| Labor Sub Total | 32,981.25 |
| Labor Overhead (17%) | 5,606.81 |
| Total Labor | 38,588.06 |
| NON-LABOR | |
| Travel WB4020, WB4030, WB4050, WB4060, WB4070 | 3,826.00 |
| Drafting WB4020 | 2,500.00 |
| Misc. supplies/document handling WB4020, WB4050, WB4060 | 200.00 |
| Non-Labor Subtotal | 6,526.00 |
| Non-Labor Overhead (6%) | 391.56 |
| Total Non-Labor | 6,917.56 |
| TOTAL ESTIMATED COST | 45,505.62 |

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five (5) calendar years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: 405-954-6724

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Don Elliot, Airport Manager
Columbia Regional Airport
11300 S Airport Drive
Columbia, MO 65201
573-817-5060

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the

estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing will include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from an act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation

will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the FAA security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

City of Columbia, Missouri

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Mike Matthes
TITLE City Manager
DATE _____

CITY OF COLUMBIA

Attest: (SEAL)

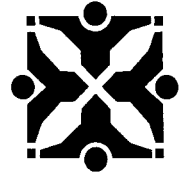
By _____
Sheela Amin
Title _____
City Clerk

APPROVED AS TO FORM:

By _____
Nancy Thompson
Title _____
City Counselor

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 554-0000-496.02-00, C44114; Federal Contributions, and 221-0000-101.01-00, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Finance Director



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps



PHOTO DATE: October, 2008

Record Elevations on Runway 13-31 Centerline & Extended Every 50' to Road

Locate Runway 13, Runway 31, and Runway 20 thresholds at centerline.

Pavement Elevations to the Hundredth of a foot. Ground Elevations to the Tenth of a foot.

Record Pavement Joining Pattern.

Record Elevations on Runway 13-31 Centerline Every 50' to End.

500'

1,000'

400'

1,000'

COLUMBIA REGIONAL AIRPORT
Runway 13-31/Taxiway B Phase I
SURVEY AREA PLAN

Rev. 1
10-7-2013