

AGENDA

Joint City-County Airport Board

Monday, September 14th, 2020 at 10:00 am

Columbus City Hall

408 E 1st Ave N

Columbus, MT

I. CALL TO ORDER:

A. Public comments on matters within the Joint City-County Airport Board jurisdiction pursuant to § 2-3-103, MCA will be accepted on any public matter that is not scheduled on the agenda. No action will be taken at this time.

B. Disclosure of Conflicts of Interest and Ex Parte Communications

II. MINUTES OF LAST MEETING:

III. NEW BUSINESS:

A. CARES Act Discussion. Agreement Attached.

B. Notam renewals

IV. UNFINISHED BUSINESS:

A. Joint Resolution

B. By-Laws

C. Hangar Leases

D. Airport Authority

E. Memorial Policy

F. Land Acquisition

G. Master Agreement

V. MANAGER'S REPORT:

VI. FINANCE REPORT:

VII. ITEMS FOR NEXT MONTH'S AGENDA

VIII. ADJOURN:

DRAFT
JOINT CITY-COUNTY AIRPORT BOARD
Minutes of Meeting
Monday, July 13, 2020 at 10:00 a.m.
Columbus City Hall
408 E 1st Ave N

MEMBERS PRESENT: Rich Cowger (Chairman), Jay Baum (Vice-President) via phone, and Doreen Stockdale

MEMBERS NOT PRESENT: Mary Kuehn, Dennis Holten

STAFF: Stephanie Ray, Stillwater County Planning, Christine Baker Stillwater County Planning Support Specialist

OTHERS: Hardin Graham, Airport Manager

I. CALL TO ORDER. Rich called the meeting to order at 10:10 am.

A. Public Comments. No public comments.

B. Disclosures of Conflicts of Interest and Ex Parte Communications. No conflicts of interest or ex parte communications at this time.

II. MINUTES APPROVAL. Doreen made the motion to approve the June 8th, 2020 meeting minutes, Jay seconded; with all in favor motion carried.

II. NEW BUSINESS:

A. CARES Act Discussion. Stephanie provided a summary of the CARES Act Grant money. She explained that there was 4 years to spend the grant money from the acceptance date. Hardin recommended money be used for needed equipment such as snow plows. Stephanie will send the CARES agreement to the Board for further review.

III. Notam renewals. Discussion regarding the list of people that can issue Notams. The list includes Hardin Graham, Gary Woltermann, and Alan Drain.

IV. UNFINISHED BUSINESS:

A. Joint Resolution. The Joint Resolution was signed at the City Council Meeting.

B. By-Laws. Need to be signed by the Airport Board Chair.

C. Hanger Leases. A master list of hangar leases was provided to the Board for review.

D. Airport Authority. Nothing at this time

E. Memorial Policy. Nothing at this time

F. Land Acquisition. M&M has made an outreach to the mine to set up a meeting.

G. Master Agreement. City Attorney Ryan Addis requested changes in the contract. Board to review and discuss with M&M.

V. MANAGER'S REPORT: Hardin advised the Board that a new photocell was installed in the Beacon. Other maintenance tasks included mowing and minor equipment repair. The AC on the tractor went out and needs repaired. The Board agreed to the repair. The airport is in need of a new weed trimmer and Board agreed to the purchase of a weed trimmer. Alfalfa needs sprayed along with other numerous weeds. Stephanie recommended calling Dana Weatherford with the Weed Department for stronger sterilant. Hardin discussed issues with the SRE Building and problems with equipment being returned broken and the airport is assuming the costs of repairs. The Board requested staff draft a Use Agreement to be executed by the volunteer staff prior to using equipment. Some level of task training should be provided to ensure proper use of the equipment and proper safety practices. In the meantime, Hardin will lock the SRE Building. Staff will also provide a current list of volunteers.

VI. FINANCE REPORT: Stephanie gave an update on the Finance Report after meeting with Joe. There were questions on why Estimated Revenue never changes and that there was no solid estimate on budgeting. The Board determined there was a disconnect between Joe and Kisha and the Board is interested in reviewing the budget for the new fiscal year. Discussion was made over the need to have a line item added for a Capital Improvement Fund.

VII. ITEMS FOR NEXT'S MONTH AGENDA: Hanger leases, Airport Authority, Memorial Policy, Land acquisition update, M&M Professional Services contract markups, Volunteer list, Draft Use Policy for equipment use, CARES agreement.

VIII. ADJOURN MEETING: Rich made the motion to adjourn the meeting. Doreen seconded; with all in favor, motion carried. Meeting was adjourned at 11:09 a.m.

The next meeting will be on Monday, August 10th, 2020 at 10:00 a.m. at City Hall.

Christine Baker
Planning Support Specialist

Owner Contract No. _____
Engineer Contract No. 2164

MASTER AGREEMENT FOR PROFESSIONAL AIRPORT PLANNING SERVICES BETWEEN OWNER AND ENGINEER

THIS MASTER AGREEMENT made as of _____, 20____ between the **Owner**, Stillwater County and the City of Columbus, PO Box 795, Columbus, MT 59019, and the **Engineer**, Morrison-Maierle, Inc., 315 North 25th Street, Suite 102, Billings, MT 59101.

WHEREAS the **Owner** intends to perform several Airport Planning Projects at Columbus Airport – Woltermann Memorial under their authority during the following five (5) years including, but not limited to the following:

From AC 150/5100-14E 1.1.1 Aviation Planning Services.

This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

1. Environmental Documents and Mitigations associated with Airport Improvements
2. Assistance in Developing an Airport Industrial Park
3. Airport Boundary Surveys
4. Update the Airport Layout Plans for Planning and Construction Projects
5. Update Airport Master Plan

This AGREEMENT sets forth the general terms and conditions which shall govern the relationships and performance of the **Owner** and **Engineer** for work designated for each project and documented by a **Task Order**. Each **Task Order** will be prepared and executed by both parties for each project and will set forth specific project requirements, services of the **Engineer**, **Owner's** responsibilities, times for rendering services, deliverables to be provided, basis of compensation, and other appropriate contract terms related to the specific project.

The **Owner** and **Engineer** in consideration of their mutual covenants herein agree in respect to the performance of Professional Airport Planning Services by **Engineer** and the payment for those services by **Owner** as set forth in issued Task Orders.

This AGREEMENT (consisting of pages 1 to 27, inclusive), together with any specifically noted attachments, constitute the entire Agreement between **Owner** and **Engineer** and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written instrument signed by both **Owner** and **Engineer**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
CITY OF COLUMBUS

ENGINEER:
MORRISON-MAIERLE, INC.

Name

Name

(Signature)
Gary Woltermann
Mayor

(Signature)
Travis Eickman
Travis Eickman, P.E.
Vice President

Heather Mosser

Attest

Attest

COUNTY OF STILLWATER

Name

(Signature)
Mark Crago
Chair, County Commission

Attest

(Signature)
Tyrel Hamilton
County Commissioner

Attest

(Signature)
Dennis Shupak
County Commissioner

Attest

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

PO Box 795

315 North 25th Street, Suite 102

Columbus, MT 59019

Billings, MT 59101

(406) 582-3192

(406) 656-6000

OWNER - PLANNING MASTER AGREEMENT INDEX

This Agreement includes the following parts:

SIGNATURE PAGE

INDEX

DEFINITIONS

MASTER FORM OF AGREEMENT

Section 1 ENGINEER'S RESPONSIBILITY

Section 2 SCOPE OF SERVICES
2.01 Basic Services
2.02 Additional Services

Section 3 OWNER'S RESPONSIBILITIES

Section 4 TIME OF PERFORMANCE

Section 5 PAYMENT TO ENGINEER

Section 6 GENERAL PROVISIONS
6.01 Standards of Performance
6.02 Betterment
6.03 Certifications, Guarantees and Warranties
6.04 Compliance with ADA and Other Laws and Regulations
6.05 Contingency Fund
6.06 Changes
6.07 Reuse of Documents
6.08 Reuse of Planning Documents
6.09 Estimate of Construction Costs and Total Project Costs
6.10 Dispute Resolution
6.11 Subconsultants
6.12 Electronic Transmittals
6.13 Successors and Assigns and Beneficiaries
6.14 Compliance with Laws and Federal Regulations
6.15 Allocation of Risks – Indemnification
6.16 Statutes of Limitations
6.17 Insurance
6.18 Controlling Law
6.19 Notices
6.20 Survival
6.21 Severability
6.22 Waiver

Attachments:

- Exhibit A – Task Order Format
- Exhibit B - Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

DEFINITION OF TERMS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Additional Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.02 of this Agreement or Task Order.
2. *Agreement* - This written contract for professional services between **Owner** and **Engineer**, including all exhibits identified in the Index of this Agreement or Task Order and any duly executed amendments.
3. *Application for Payment* - The form acceptable to **Owner** which is to be used by **Engineer** during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.
4. *Basic Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.01 of this Agreement or Task Order.
5. *Calendar Day* - Every day shown on the calendar.
6. *Constituent of Concern* - Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
7. *Consultants or Subconsultants* - Individuals or entities having a contract with **Engineer** to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
8. *Documents* - Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by **Engineer** to **Owner** pursuant to this Agreement.
9. *Effective Date* - The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer* - The individual or entity named as such in this Agreement, identified as the party providing professional airport planning services under this Agreement.

11. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. The contract clauses required by the Federal Aviation Administration to be included professional service agreements are included in Section 6.14 and Exhibit B.
12. *Owner* - The individual or entity named as such in this Agreement and for which **Engineer's** services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Contracts concerning the Project. For Federal Aviation Administration projects the term Owner may also mean *Sponsor*.
13. *Planning Services* - Professional services of a planning firm include: airport master and system plan studies, airport noise compatibility plans (14 CFR part 150 studies), and environmental assessments and related studies.
14. *Project* - The total undertaking to be accomplished for **Owner** by engineers, planners, and others, of which the services to be performed or furnished by **Engineer** under this Agreement are a part.
15. *Reimbursable Expenses* - The expenses incurred directly by **Engineer** in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
16. *Site or Airport* - Lands or areas to be indicated in the Planning Documents as being furnished by **Owner** upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by **Owner** which are designated for the project.
17. *Sponsor* - A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
18. *Total Project Costs* - The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of **Engineer** or other design professionals and consultants, together with such other Project-related costs that **Owner** furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, **Owner's** costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to **Owner**.

MASTER FORM OF AGREEMENT

1. This is a Master Form of Agreement which provides for the performance of services for multiple projects over a specified period of time. Services shall be performed only as authorized by Task Orders issued under this Agreement.
2. The effective date of this Agreement is as shown on page 1. This Agreement shall be effective and applicable to Task Orders issued hereunder for Five (5) years from the effective date of the Agreement.

3. This Agreement provides for the general terms and conditions which shall govern the relationships and performance of the **Engineer** and **Owner** for the various projects involved in this Agreement. Each Task Order will further describe any distinctive terms or conditions required of the **Engineer** and **Owner** which are specific to the project covered by the Task Order.
4. The services to be provided by the **Engineer** will include applicable Basic and Additional Services as set forth herein plus specific services for each project as detailed in a duly executed Task Order for that project. The Task Order will indicate the specific tasks and functions to be performed, deliverables to be provided, establish beginning and completion dates, and include a method of payment to the **Engineer** for the performance of the services.
5. **Owner** shall have the responsibilities set forth in this Agreement and as further identified in the Task Order for each specific project.
6. **Engineer** shall not be obligated to perform any prospective Task Order unless and until **Owner** and **Engineer** agree as to the particulars of the specific Project, **Engineer's** services, compensation and all other appropriate matters.
7. Expiration of this Agreement shall not affect Task Orders issued hereunder during its term, or the validity of any actions taken under or with respect to such Task Orders, including modifications, whether taken before or after the expiration of the term of this Agreement.
8. The services specified in a Task Order issued to the **Engineer** shall be commenced by the **Engineer** promptly and in any event not later than the beginning date specified in the Task Order.

Section 1 - ENGINEER'S RESPONSIBILITY

1.01 The **Engineer** shall serve as the **Owner's** professional airport planning representative for those projects or phases of the project to which the Task Order and this Agreement applies, and will give consultation and advice to the **Owner** during the performance of the services. Services to be provided under a Task Order may include the following:

A. Phase I - Airport Layout Plan Update Project

An update of the Airport Layout Plan will generally be a stand-alone Task Order in conjunction with an Airport Layout Plan Report and will be completed in accordance with FAA Advisory Circular 150/5370/6B Airport Master Plans (current edition) and FAA SOP 2.00 *Standard Operating Procedure (SOP) - Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) and ARP SOP 3.00, FAA Review of Exhibit 'A' Airport Property Inventory Maps.*

B. Phase II - Update Airport Master Plan Project

Master Plan Update planning services involve developing a comprehensive approach to future airfield development at the Airport. The Master Plan Update and the preparation of updated Airport Layout Plans will generally be conducted in accordance with FAA Advisory Circular 150/5070-6B Airport Master Plans (current edition) and the FAA SOP 2.00

Standard Operating Procedure (SOP) - Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) and ARP SOP 3.00, FAA Review of Exhibit 'A' Airport Property Inventory Maps. The Master Plan Update documents and the ALP drawings shall be acceptable to the Federal Aviation Administration, State and the **Owner**. A Master Plan update will generally be a stand-alone Task Order.

C. Phase III - Environmental Assessment

Preparation of Environmental Assessment (EA) in accordance with FAA Order 5050.4B (current edition), National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, and FAA Order 1050.1F (current edition), Environmental Impacts: Policies and Procedures. The EA will be developed in coordination with appropriate local, state, and Federal agencies, with community involvement as described in the referenced FAA Orders, and in direct consultation with the Federal Aviation Administration (FAA). An Environmental Assessment will generally be a standalone Task Order.

D. Phase IV - Special Planning Studies

Preparation of other planning studies, such as airport sustainability management plans, feasibility studies, approach studies, and other miscellaneous studies identified in the agreement.

E. Phase V – Grant Administration and Planning Project Closeout Services

Collection and preparation and submittal of a “Final Project Report” in accordance with appropriate FAA Airport District Office Notices or FAA Standard Operating Procedures in effect at the time of the project. The Final Report and Record Drawings shall also be submitted to the **Owner**, FAA and State (if required) in electronic PDF format.

1.02 The **Engineer** shall perform the work in compliance with FAA requirements where applicable and in compliance with the standard of performance required in Section 6.01.

1.03 The **Engineer** shall be responsible for the technical accuracy of its services and documents resulting therefrom, and **Owner** shall not be responsible for discovering deficiencies therein. **Engineer** shall correct such deficiencies without additional compensation except to the extent such deficiencies are attributable to deficiencies in **Owner** furnished information.

1.04 The **Engineer** will attend Airport Board meetings and meetings with the FAA and State as required to update Project progress. The maximum number of meetings with the Airport, FAA and State shall be as specified in each Task Order. In general, the **Engineer** will meet with the Airport on an on-call basis between Task Orders and at all necessary regular or special meetings while work is ongoing.

Section 2 - SCOPE OF SERVICES

Each Task Order will clearly identify the planning services required for each project. The following paragraphs are brief descriptions of planning services typically provided, but may not be limited to those listed below:

2.01 Basic Services

The **Engineer** agrees to provide professional services in connection with the Project, including normal airport planning services as set forth below:

A. Phase I - Airport Layout Plan Update

1. An update of the Airport Layout Plan will generally be a stand-alone Task Order in conjunction with an Airport Layout Plan Report and completed in accordance with FAA Advisory Circular 150/5370/6B Airport Master Plans (current edition) and FAA SOP 2.00 *Standard Operating Procedure (SOP) - Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) and ARP SOP 3.00, FAA Review of Exhibit 'A' Airport Property Inventory Maps.*

The Task Order shall be based on an evaluation of the effort required to bring the currently approved ALP up to current standards. ALPs that are not in CADD will require additional effort. The ALP drawing set typically requires the following drawings for a General Aviation Airport. Additional drawings may be required for an Air Carrier or Air Traffic Control Towered airport. The required ALP drawings shall conform to the Check Lists in FAA SOP 2.00 and ARP SOP 3.00.

- a. Cover Sheet
 - b. ALP Drawing
 - c. Data Sheet
 - d. Facilities Layout Plan
 - e. Terminal Area Plan (as needed)
 - f. Airport Airspace Drawing
 - g. Inner Portion of the Approach Surface Drawing
 - h. Airport Land Use Drawing
 - i. Off-Airport Land Use Drawing (as needed)
 - j. Property Map/Exhibit A
 - k. Runway Departure Surface Drawing
 - l. Utility Drawing
 - m. Airport Access Plans
 - n. Other Plan
2. An accompanying ALP Narrative Report shall explain and document those changes and contain at least the following elements:
- a. Basic aeronautical forecasts.
 - b. Basis for the proposed items of development.
 - c. Rationale for unusual design features and/or modifications to FAA Airport Design Standards.
 - d. Summary of the various stages of airport development and layout sketches of the major items of development in each stage.

B. Phase II - Airport Master Plan Update

Master Plan Update planning services involve developing a comprehensive approach to future airfield development at the Airport. The Master Plan Update and the preparation of updated Airport Layout Plans will generally be conducted in accordance with FAA Advisory Circular 150/5070-6B Airport Master Plans (current edition) and the FAA SOP 2.00 *Standard Operating Procedure (SOP) - Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) and ARP SOP 3.00, FAA Review of Exhibit 'A' Airport Property Inventory Maps*. The Master Plan Update documents and the ALP drawings shall be acceptable to the Federal Aviation Administration, State and the **Owner**. A Master Plan Update will generally be a stand-alone Task Order with the work scope developed in conjunction with the FAA Planning Project Manager.

In most cases, the master plan will include the following elements:

1. Public Involvement – Establish a public involvement program and identify and document the key issues of various stakeholders.
2. Environmental Considerations – A clear understanding of the environmental requirements needed to move forward with each project in the recommended development program.
3. Existing Conditions – An inventory of pertinent data for use in subsequent plan elements.
4. Aviation Forecasts – Forecasts of aeronautical demand for short, medium, and long-term time frames.
5. Facility Requirements – Assess the ability of the existing airport, both airside and landside, to support the forecast demand. Identify the demand levels that will trigger the need for facility additions or improvements and estimate the extent of new facilities that may be required to meet that demand.
6. Alternatives Development and Evaluation – Identify options to meet projected facility requirements and alternative configurations for each major component. Assess the expected performance of each alternative against a wide range of evaluation criteria, including its operational, environmental, and financial impacts. A recommended development alternative will emerge from this process and will be further refined in subsequent tasks. This element should aid in developing the purpose and need for subsequent environmental documents.
7. Airport Layout Plans – One of the key products of a master plan is a set of drawings that provides a graphic representation of the long-term development plan for an airport. The primary drawing in this set is the Airport Layout Plan. Other drawings may also be included, depending on the size and complexity of the individual airport.

8. Facilities Implementation Plan – Provides a summary description of the recommended improvements and associated costs. The schedule of improvements depends, in large part, on the levels of demand that trigger the need for expansion of existing facilities.
9. Financial Feasibility Analysis – Identify the financial plan for the airport, describe how the sponsor will finance the projects recommended in the master plan, and demonstrate the financial feasibility of the program.

The Chapters to be included in the Master plan are:

- Chapter 1 - Inventory Update and Existing Conditions
- Chapter 2 - Forecasts of Aviation Demand
- Chapter 3 - Facility Requirements
- Chapter 4 - Alternatives Analysis
- Chapter 5 - Land Use Plan
- Chapter 6 - Financial Plan and Recommended Developments
- Chapter 7 - Airport Layout Plan (ALP)

C. Phase III - Environmental Assessment

Preparation of an Environmental Assessment (EA) in accordance with Federal Aviation Administration (FAA) Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, and FAA Order 1050.1F, Environmental Impacts: Policies and Procedures. The EA will be developed in coordination with appropriate local, state, and Federal agencies, with community involvement as described in the referenced FAA Orders, and in direct consultation with the FAA. Specific project requirements will be detailed in the associated Task Order.

1. Background/Existing Facilities

As a basis for determining an Environmental Assessment for the project, the current available planning documents shall be utilized. This include previous available EAs, Airport Masterplans, Airport Layout Plans and other planning documents provided by the **Owner**.

2. Agency Coordination

Coordination will be initiated and maintained with the various local, state, and Federal agencies and interest groups that have a statutory, regulatory, advisory, or general interest in the proposed study.

3. Purpose and Need

A statement defining the purpose and need for the proposed action will be prepared based on facility needs and current aviation forecast data.

4. Proposed Action

Narrative and graphics describing the proposed solution for implementation by the **Owner** will be prepared. This task will include conceptual mitigation for identified environmental issues, if any, as well as identification of potential project costs.

5. Description of Alternatives

A comparison between the no action, the proposed action, and reasonable alternatives (if any) will be prepared including a description of each reasonable alternative's expected environmental effects and potential costs.

6. Affected Environment

The sections that follow describe the key environmental issues and identify major tasks for analysis. Existing conditions and the environmental impacts of planned project will be discussed for each topic. The proposed projects and alternatives will be assessed to minimize adverse environmental consequences. The focused environmental issues and impacts to be addressed are listed below:

- a. Air Quality: Air pollutant concentrations due to aircraft operations and vehicular activity will be evaluated and potential impacts to any identified non-attainment areas or otherwise will be discussed.
- b. Biological Resources (including fish, wildlife, and plants): The impact of each reasonable alternative on wildlife and waterfowl species and their associated habitats will be evaluated. Emphasis will be placed on carrying capabilities of habitats in the construction and immediate adjoining areas. Assessment of the impact of each alternative will be reviewed with the U.S. Fish and Wildlife Service. The wildlife hazard assessment of the airport will be used (if available). The hazard assessment will be used to inventory wildlife and habit information. Morrison-Maierle environmental personnel will conduct a site evaluation for wildlife, vegetation, etc.

Endangered and Threatened Species: This work item will identify endangered or threatened species whose geographic range includes the project area. The habitat requirements of those species identified will be compared to the available habitat in the study area. A physical survey of the development areas will be completed in line with that conducted by Morrison-Maierle environmental personnel in conjunction with Biotic Communities and Wetlands.

Consultation will be held with the U.S. Fish and Wildlife Service and appropriate state agencies to determine if sufficient habitat exists within the project area for an endangered or threatened species and whether this habitat has been determined to be critical.

- c. Climate: Any potential for Green House Gases to be produced as a result of the proposed project will be reviewed for any required quantitative or qualitative assessment.

- d. Coastal Resources: Any applicable resources occurring within coastal waters and their adjacent shorelands shall be evaluated for impacts that may result from the proposed project.
- e. Department of Transportation Act, Section 4(f): Department of Transportation Act, Section 4(f), lands which would be affected by the alternatives will be identified. If any 4(f) land is revealed, it will be described in terms of size, nature of use, patronage, unique or irreplaceable qualities, and relationship to other similarly used lands in the vicinity.

If required, a statement of significance will be obtained for all responsible officials having jurisdiction over 4(f) lands identified in this analysis. Alternatives to the adverse impact on such lands will be proposed as needed. If any parks are affected, replacement land will be considered.

- f. Farmlands: The Natural Resource and Conservation Service will be contacted to identify the presence of prime and/or unique farmland in the proposed project site. Any evaluation will involve the determination of the amount of prime and unique farmland which may be affected.
- g. Hazardous Materials, Solid Waste, and Pollution Prevention: The proposed project will be evaluated for any potential to violate applicable Federal, state, tribal, or local laws or regulations, potential to involve a contaminated site, and potential to produce an quantity or type of hazardous waste.

Any increase in solid waste generation resulting from a projected increase in activity at the airport will be evaluated. The FAA stipulates minimum distances separating airports from "waste disposal sites" (including landfills). This will be evaluated with consideration to both existing and planned waste disposal sites.

Pollution prevention will evaluate the project for methods to avoid, prevent, or reduce pollutant discharges or emissions.

- h. Historical, Architectural, Archaeological and Cultural Resources: The proposed project will be evaluated for sites of historical, architectural, archeological, or cultural importance located on existing airport property or proposed project site. The appropriate state and federal agencies will be contacted in regards to the proposed project to determine if the proposed actions would negatively impact any cultural resources. Should any such cultural resources be identified, mitigation measures and construction options will be explored to minimize impacts.
- i. Land Use: The proposed project will be reviewed for possible conflicts between the proposed action and the objectives of Federal, regional, State, and local (and in the case of a reservation, Indian tribe) land use plans, policies and controls for the area concerned. Where any inconsistency exists the document should describe the extent to which the agency would reconcile its action with the plan. This work item will consider potential

impacts which have land-use ramifications – for example, distribution of communities, relocation, and induced socioeconomic impacts. These impacts will be analyzed and described accordingly under the appropriate impact category with necessary cross-reference to this land-use work item. A list of all government entities which would be affected by implementation of any of the alternatives and which have zoning authority will be included.

- j. Natural Resources and Energy Supply: This work item will assess the impact of the proposed reasonable alternatives on fuel, energy and other natural resources. Because the proposed project relates to airport development, emphasis will be placed on ascertaining the impact of the project on increased energy usage resulting from the project.
- k. Noise and Compatible Land Use: Conduct a detailed noise analysis using the most current version of the FAA's Integrated Noise Model (INM). Noise contours will be generated for the current condition as well as future conditions both with and without the proposed alternatives.
- l. Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks: The potential Socioeconomic impacts for the proposed project will be evaluated. This may include, potential employment, commercial and/or industrial impacts, and impacts on infrastructure. It is possible that each alternative may have an impact on existing lifestyles. Social impacts of concern relate to the need to relocate any residence or business; disruption of orderly, planned development; potential significant increases in vehicular traffic; and/or appreciable changes in employment.

The potential Environmental Justice impacts for the proposed project will be evaluated for the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Lastly, the proposed project will be evaluated to identify and assess environmental health risks and safety risks that may disproportionately affect children.

- m. Visual Effects (including light emissions): The proposed project will consider potential impacts that would either: 1) produce light emissions that create annoyance or interfere with activities; or 2) contrast with, or detract from, the visual resources and/or the visual character of the existing environment. The installation of any light system associated with the proposed project will be assessed regarding potential annoyance to individuals in the vicinity of the installation. Documentation of lighting impacts will include a description of the location and the lights, their purpose, and other pertinent characteristics. Included in the documentation will be a description of the locations of persons who may be annoyed by installation and operation of the lighting system. Measures to lessen any annoyance, such as shielding or angular adjustments will also be

described.

- n. Water Resources (including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers): The potential effect of each reasonable alternative on surface and groundwater quality will be determined. The analysis will evaluate existing drainage patterns and water quality standards. As an integral part of the evaluation, water quality regulating and permitting agencies will be consulted to identify specific concerns and subsequent permit requirements.

Potential wetland sites, if any, will be surveyed, identified, and evaluated.

Floodplain studies and other relevant reports verifying or disproving the potential occurrence of floodplain encroachment will be identified in this section. Any measures required to mitigate flood hazard problems during and after construction will be described. State and local floodplain regulations and agencies will be identified.

Evaluation of proposed development alternatives that may have an impact on a system afforded Federal protection under the auspices of the Wild and Scenic River Act (PL 90-542 as amended) will be conducted.

- o. Cumulative Impacts: Cumulative impacts of identified affected environments will be evaluated in conjunction with local, state, and Federal agencies and interest groups that have a statutory, regulatory, advisory, or general interest in the proposed study. Impacts and potential mitigation measures will be identified for all areas.

7. Public Meetings

The project manager and support staff as necessary, will attend staff/board meetings as identified in the Task Order during the preparation of the draft EA. Attendance at additional staff/board meetings will be billed on a time-and-materials basis.

In addition to staff/board meetings, the project team will host and attend one open house and one public hearing if designated in the Task Order.

8. Environmental Assessment Reports

The purpose of this task is to produce in narrative and graphic form, the findings of the Engineer for work accomplished during the EA process. The draft and final reports will be prepared in accordance with FAA Order 5050.4B (current edition), "National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions", and Order 1050.1F (current edition), "Environmental Impacts: Policies and Procedures", and Order, as previously mentioned.

9. Draft Environmental Assessment Report

The draft report shall be submitted to the **Owner**, and the FAA for review and

comments. Copies shall be made available to federal, state and local agencies and the public for review. A final report shall be issued when review of the draft environmental assessment is completed. The number of copies to be distributed will be identified in the Task Order.

10. Conduct Open House / Public Hearing

An Open House meeting will be scheduled prior to the initial evaluation of impacts. Following the release of the draft Environmental Assessment, a Public Hearing will be advertised and an opportunity afforded to hear statements regarding the study efforts and proposed projects to date. The importance of this hearing is to allow the public to express concerns for any part of the project. The Public Hearing will be scheduled and held in accordance with federal guidelines. The **Owner** will be responsible for providing a suitable location for the Open House and Public Hearing.

11. Response to Comments

The draft Environmental Assessment report will be released to numerous agencies in accordance with federal guidelines. The study team must address responses from agencies in the EA; comments from the public, submitted in writing or given at the formal public hearing, will also be addressed by the study team. Replies to these agency / public comments will be made a part of the final EA. The verbatim transcript of the public hearing will also be made a part of the final report. Any changes proposed as a result of the public review process or public hearing input will be clearly identified, through preparation of a responsive summary.

12. Final Environmental Assessment Report

The project team will review comments received on the draft EA during its circulation and hearing, and prepare responses to the comments for inclusion in the final EA. The number of copies to be distributed is identified in the Task Order.

D. Phase IV - Special Planning Studies

The scope of services for special planning studies as identified in the Agreement will be designated in the Task Order.

E. Phase V – Grant Administration and Planning Project Closeout Services

1. Prepare FAA Grant Application submittal for the project. Develop a project schedule for completion of planning elements and project milestones. Use FAA and State Checklists to develop a tentative project schedule.
2. Prepare for Owner's and Independent Fee Estimator's use, a packet that the fee estimator may use to develop his or her fee estimate and that the Owner can use for fee review and negotiations with the Engineer.
3. Upon completion of the planning documents, the **Engineer** shall prepare a "Final Project Report" in accordance with appropriate ADO Notices in affect at the time of

the project. The **Engineer** shall furnish one (1) copy of the Final Project Report to the **Owner** and the FAA and State (if applicable) in printed and PDF format.

Copies of documents that may be relied upon by **Owner** are limited to the printed copies (also known as hard copies) that are signed or sealed by **Engineer**. Files in electronic media format of text, data, graphics, or of other types that are furnished by **Engineer** to **Owner** are only for convenience of **Owner**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. **Engineer** shall not be responsible to maintain documents stored in electronic media format after acceptance by **Owner**.

When transferring documents in electronic media format, **Engineer** makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by **Engineer** at the beginning of this Project.

2.02 Additional Services

If authorized in writing by the **Owner**, the **Engineer** shall provide additional professional services in connection with the Project as set forth below, and the **Owner** shall pay the ENGINEER a fee for these services as provided for in the Task Order for the specific project.

- A. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character.
- B. Revisions of studies, reports, documents, or drawings that have previously been approved by the **Owner**, or when such revisions or change orders are due to causes beyond the control of the **Engineer**.
- C. Services required as a result of **Owner** providing incomplete or incorrect project information. The **Engineer** will assist the **Owner** to define the information needed but cannot be held responsible for incomplete or incorrect project information.
- D. Detailed renderings, exhibits or scale models for the Project unless they are included as deliverables in the task order.
- E. Services as an expert witness for the **Owner** in connection with litigation or other proceedings involving the Project.
- F. Other services not otherwise provided for in this Agreement, including services normally furnished by the **Owner** as described in Section 3 - Owner's Responsibilities.

Section 3 - OWNER'S RESPONSIBILITIES

The **Owner** shall:

- ✓ 3.01 Provide **Engineer** full information as to the requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- ✓ 3.02 Place at the **Engineer's** disposal all available information pertinent to the Project including previous reports and any other data relative to the Project, including Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent area.
- 3.03 Guarantee access to and make all provisions for the **Engineer** to enter upon public and private property as required. → how can the City guarantee access to private property?
- 3.04 Recognizing and acknowledging that Engineer's services and expertise do not include the following services, as required for the Project:
 - ✓ A. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - ✓ B. Legal services with regard to issues pertaining to the Project as Owner requires, Public raises, or Engineer reasonably requests.
 - ✓ C. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- ✓ 3.05 Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the **Engineer**; obtain advice of an attorney, insurance counselor and other consultants as the **Owner** deems appropriate for such examination, and render in writing decisions pertaining thereto within ten calendar days so as not to delay the services of the **Engineer**.
- ✓ 3.06 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.
- ✓ 3.07 Designate in writing a person to act as the **Owner's** representative with respect to the **Engineer's** services. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the **Owner's** policies and decisions with respect to materials, equipment, elements and systems pertinent to the **Engineer's** services.
- ✓ No information or instructions from the **Owner** pertaining to the project shall be transmitted to the **Engineer** or to other concerned persons or agencies except by the **Owner's** designated representative.

- ✓3.08 Advise **Engineer** of the identity and scope of services of any independent consultants employed by **Owner** to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, Value Engineering, and constructability review.
 - ✓3.09 Furnish to **Engineer** data as to **Owner's** anticipated costs for services to be provided by others for **Owner**, so that **Engineer** may make the necessary calculations to develop and periodically adjust **Engineer's** opinion of total project costs.
 - ✓3.10 Give prompt written notice to the **Engineer** whenever the **Owner** observes or otherwise becomes aware of any development that affects the scope or time of performance of **Engineer's** services, any defect or nonconformance in **Engineer's** services, or any defect in the Project or changed circumstances.
 - ✓3.11 Furnish or direct the **Engineer** to provide additional services as required.
 - ✓3.12 Advertise for Public Meetings as required. Attend and participate in the public meetings and other project related meeting.
 - ✓3.13 **Engineer** and **Owner** agree that, without the prior consent of the other party, neither will offer employment to nor discuss employment with any of the other party's associates or employees until one year after the end date of this Agreement.
- 3.14 Bear all costs incident to compliance with the requirements of this Section.

Section 4 - TIME OF PERFORMANCE

- 4.01 The provisions of this Section and the various rates of compensation for the **Engineer's** services provided for in each Task Order are agreed to in anticipation of the orderly and continuous progress of the Project. The **Engineer's** obligation to render services under individual Task Orders shall extend for a period which may reasonably be required to provide the services.
- 4.02 If the **Engineer's** services for specific Projects as provided by Task Orders are delayed or suspended in whole or in part by the **Owner** or governmental authorities for more than three months for reasons beyond the **Engineer's** control, the **Engineer** shall on written request to the **Owner** (but without termination of this Agreement) be paid as provided in Section 5 - Payment to **Engineer**. If such delay or suspension extends for more than six months for reasons beyond the **Engineer's** control, the payments and various rates of compensation provided for in **Section 5 - Payment to Engineer** shall be subject to renegotiation.
- 4.03 The times for performing services or providing deliverables will be stated in each Task Order for a specific project.
- 4.04 The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. The party shall promptly notify the other party in writing when it is being delayed.

Section 5 - PAYMENT TO ENGINEER

5.01 Based on the scope of the Project as described in Task Orders for individual projects, the **Owner** shall pay to the **Engineer** the established fees as forth herein and in each Task Order.

5.02 Phase I – Airport Layout Plan Update

- A. For Planning services related to Phase I – Airport Layout Plan Update, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.03 Phase II – Airport Master Plan Update

- A. For Planning services related to Phase II – Airport Master Plan Update, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.04 Phase III – Environmental Assessments

- A. For Planning services related to Phase III – Environmental Assessments, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.05 Phase IV – Special Planning Studies

- A. For Planning services related to Phase IV – Special Planning Studies, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.06 Phase V – Grant Administration and Planning Project Closeout Services

- A. For Planning services related to Phase V – Grant Administration and Planning Project Closeout Services, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.07 Additional Services

For additional services as outlined in Section 2.02, the **Owner** shall pay the **Engineer** a lump sum fee or cost reimbursable fee negotiated for the extra services provided.

5.08 Payment Schedule

Payment of compensation shall be made by the **Owner** to the **Engineer** as follows:

- A. Payment for all **Lump Sum** projects shall be billed based on a percentage of work completed to date, generally monthly, and shall be due upon receipt of the invoice.
- B. Payment for **Cost Reimbursable** projects shall be due as the work progresses based upon Invoices submitted by the **Engineer**.
- C. **Application to Interest and Principal:** Payment will be credited first to any interest owed to **Engineer** and then to principal.
- D. **Failure to Pay:** If **Owner** fails to make any payment due **Engineer** for services and expenses within 30 days after receipt of **Engineer's** invoice, then:
 - 1. Amounts due **Engineer** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. **Engineer** may, after giving seven days written notice to **Owner**, suspend services under this Agreement until **Owner** has paid in full all amounts due for services, expenses, and other related charges. **Owner** waives any and all claims against **Engineer** for any such suspension.
- E. **Disputed Invoices:** If **Owner** disputes an invoice, either as to amount or entitlement, then **Owner** shall promptly advise **Engineer** in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraphs 5.08.A and 5.08.B.
- F. **Sales or Use Taxes:** If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on **Engineer's** services or compensation under this Agreement, then **Engineer** may invoice such additional sales or use taxes for reimbursement by **Owner**. **Owner** shall reimburse **Engineer** for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which **Engineer** is entitled under the terms of this Agreement or Task Order.

Section 6 - GENERAL PROVISIONS

6.01 Standards of Performance

The standard of care for all airport planning and related services performed or furnished by **Engineer** under this Agreement will be the care and skill ordinarily used by members of **Engineer's** profession practicing under similar circumstances at the same time and in the same area. **Engineer** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **Engineer's** services.

6.02 Betterment

If **Engineer** mistakenly leaves out of the documents any component or item required for the Project, **Engineer** shall not be responsible for the cost or expense of constructing or adding the

See 1.03

→ The County just ran into an issue w/ Great West w/ the Absarokee Sewer. G.W. forgot \$450k for mobilization & the County relied on its number for loans. This may not be a good clause. Also may contradict 1.03

component or item to the extent such item or component would have been required and included in the original scope of work. In no event will the **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

6.03 Certifications, Guarantees and Warranties

- A. The **Engineer** shall not be required to sign any documents, no matter by whom requested, that would result in the **Engineer** having to certify, guarantee or warrant the existence of conditions whose existence the **Engineer** cannot ascertain. The **Owner** also agrees not to make resolution of any dispute with the **Engineer** or payment of any amount due to the **Engineer** in any way contingent upon the **Engineer** signing any such certification.
- B. **Engineer** is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- C. **Engineer's** services do not include providing legal advice or representation.

6.04 Compliance with ADA and other Laws and Regulations

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The **Owner** acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The **Engineer**, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The **Engineer**, however, cannot and does not warrant or guarantee that the **Owner's** Project will comply with ADA requirements or requirements of other federal, state, and local laws, rules, codes, ordinances, or regulations as they apply to the Project.

6.05 Contingency Fund

The **Owner** and **Engineer** acknowledge that changes may be required for a variety of reasons and that the costs of the Project may exceed the construction Contract sum. The **Owner** agrees to set aside funds as a contingency reserve to be used, as required, to pay the local share of any such increased Project costs.

↳ How much?

6.06 Changes

The **Owner** may, at any time and by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in **Engineer's** costs of, or time required for, performance of any services, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of **Engineer** for an adjustment must be asserted in writing within 30 days from the date of receipt by **Engineer** of the notification of change unless **Owner** grants a further period of time.

6.07 Reuse of Documents

All documents furnished by **Engineer** pursuant to this Agreement, including planning studies and reports, are instruments of its services in respect of the Project. Reproducible copies of drawings and copies of other pertinent data shall be made available to the **Owner** upon request. They are not intended or represented to be suitable for reuse by **Owner** or others on extensions of the Project or on any other project. Any reuse by **Owner** without specific written verification or adaptation by **Engineer** shall be at **Owner's** sole risk and without liability or legal exposure to **Engineer**, and **Owner** shall indemnify, defend and hold harmless **Engineer** for all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle **Engineer** to further compensation at rates to be agreed upon by **Owner** and **Engineer**.

6.08 Reuse of Airport Layout Plan

The purpose of the Airport Layout Plan is to show the existing airport facilities and future development at the Airport. It is intended that the **Owner** will update the ALP as required. The ALP represents conditions at the Airport at the time it is approved. The **Engineer** is not responsible for showing developments following approval of the ALP and project closeout.

6.09 Estimate of Construction Costs and Total Project Costs

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable Construction Cost, then **Owner** agrees to obtain an independent cost estimate.

Also seems to contradict 6.02

The services, if any, of **Engineer** with respect to Total Project Costs shall be limited to assisting the **Owner** in tabulating the various categories that comprise Total Project Costs. **Engineer** assumes no responsibility for the accuracy of any opinions of Total Project Costs.

6.10 Dispute Resolution

- Essentially, must mediate first.*
- A. **Owner** and **Engineer** agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by a mutually agreed upon mediator. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator shall provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.

- B. The **Owner** and the **Engineer** further agree to include a similar mediation provision in all agreements with independent engineers and consultants retained for the project and to require all independent Engineers and consultants also to include a similar mediation provision in all agreements with independent engineers, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

6.11 Subconsultants

Any **Subconsultants** required by **Engineer** in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for the individual project and identified in the Task Order. Any changes in subconsultants shall be subject to the prior approval of **Owner**.

6.12 Electronic Transmittals

Owner and **Engineer** may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

If this Agreement does not establish protocols for electronic or digital transmittals, then **Owner** and **Engineer** shall jointly develop such protocols.

When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.13 Successors and Assigns and Beneficiaries

- A. **Owner** and **Engineer** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **Owner** and **Engineer** (and to the extent permitted by paragraph 6.13.B., the assigns of **Owner** and **Engineer**) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither **Owner** nor **Engineer** may assign, sublet or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by **Engineer** to any **Engineer's** subconsultant, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **Owner** and **Engineer** and not for the benefit of any other party. The **Owner** agrees that the substance of the provisions of this paragraph 6.13.C. shall appear in the construction Contract documents.

6.14 Compliance with Laws and Federal Regulations

The **Engineer** shall use reasonable efforts to comply with current laws, ordinances and federal regulations in effect as of the date of the Agreement and any subsequent Task Orders and applicable to the Engineer's performance of this Agreement as provided in Exhibit B – Required Contract Provisions for Airport Improvement Program Obligated.

6.15 Allocation of Risks - Indemnification

- A. To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless **Owner** and **Owner's** officers, directors, partners, employees and agents from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Engineer** or **Engineer's** officers, directors, partners, employees, and agents in the performance and furnishing of **Engineer's** services under this Agreement. The indemnification provisions of the preceding sentence are subject to and limited by paragraph 6.15.D which is set forth below.
- B. To the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and **Engineer's** officers, directors, partners, employees, agents and consultants from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineer, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Owner** or **Owner's** officers, directors, partners, employees, and agents with respect to this Agreement or the Project.
- C. In addition to the indemnity provided under paragraph 6.15.B of this Agreement, and to the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, partners, employees, agents and consultants from and against all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from any hazardous environmental condition, provided that (i) any such claim, cost, loss, damage or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom,

→ see next page for definition

and (ii) nothing in this paragraph 6.15.C shall obligate **Owner** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or misconduct.

The following definitions apply to paragraph 6.15.C.

- a. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- b. *Hazardous Environmental Condition*--The presence at the Project site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- c. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- d. *PCB's*--Polychlorinated biphenyls.
- e. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- f. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

D. Conditions Beyond the Control of the Engineer

The **Owner** recognizes that in the course of completing the services under this Agreement, the **Engineer** may encounter conditions which are beyond the control of the **Engineer** and which create potential for claims against and additional costs to the **Engineer** which are not covered in fees earned for services provided. This category includes, but is not limited to the following:

1. Unknown underground utilities or other man-made objects not properly located underground.
2. Unavoidable contamination of subsurface areas, aquifers, etc., or the disturbance of natural underground resources during the design and construction of the project.
3. Changed codes or standards during the course of the work.

4. Information provided by others which are not accurate or complete.
5. Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the **Engineer**, the **Engineer** will promptly notify the **Owner**, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The **Owner** agrees to compensate the **Engineer** for any time spent and expenses incurred by the **Engineer** in defense of any such claim with such compensation to be based upon the **Engineer's** prevailing fee schedule and expense reimbursement policy.

6.16 Statutes of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of substantial completion of the project for acts or failures to act occurring prior to substantial completion or the date of final payment for acts or failures to act occurring after substantial completion.

6.17 Insurance

A. **Engineer** shall procure and maintain insurance with limits of liability as follows:

a.	Workers' Compensation:	Statutory
b.	General Liability:	
	General Aggregate:	\$2,000,000
	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
c.	Excess Umbrella Liability:	
	Each Occurrence:	\$1,000,000
d.	Automobile Liability	
	Combined Single Limit	\$1,000,000
e.	Professional Liability (Aggregate)	\$1,000,000

Additional Insured. If required by **Owner**, the following persons or entities are to be listed on **Engineer's** policies of insurance as additional insureds for policies under b, c, and d above:

Refer to the specific Task Order for this list.

Under Professional Liability Insurance, the **Engineer** is insured for claims arising out of the

The Org will be named as an A.I. on engineer's insurance

performance of professional services caused by the negligent acts, errors or omissions of the **Engineer**. Under the terms of the **Engineer's** Professional Liability Insurance, no parties other than the **Engineer** are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the **Engineer's** Professional Liability Insurance.

- A. **Engineer** shall deliver certificates of insurance to the **Owner** evidencing the coverage indicated.
- B. At any time, **Owner** may request that **Engineer**, at **Owner's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified herein. If so requested by **Owner**, with the concurrence of **Engineer**, and if commercially available, **Engineer** shall obtain and shall require **Engineer's** subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by **Owner**.

6.18 Controlling Law

This Agreement shall be governed by the law of the state in which the project is located.

6.19 Notices

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.20 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.21 Severability

Any provision or part of the Agreement held to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon **Owner** and **Engineer**.

6.22 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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MASTER AGREEMENT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER

THIS MASTER AGREEMENT made as of _____, 20____ between the **Owner**, Stillwater County and the City of Columbus, PO Box 795, Columbus, MT 59019, and the **Engineer**, Morrison-Maierle, Inc., 315 North 25th Street, Suite 102, Billings MT 59101.

WHEREAS the **Owner** intends to perform several Airport Improvement Projects at the Columbus Airport – Woltermann Memorial under their authority during the following five (5) years including, but not limited to the following as identified in the Request for Proposal (RFP).

Projects identified in the Airport's Capital Improvement Plan (CIP) and provided by the Owner include, but are not necessarily limited to the following:

- Airport Area Surface Drainage Improvements including Storm Water Drainage Systems
- Assistance in Developing an Airport Industrial Park
- Aircraft Parking Apron Expansions
- Development of New Hangar Areas including Hangars (public and private), Connector Taxiways and Aircraft Parking Aprons
- Additions to or the relocation of the Airport's NAVAIDs
- Land Acquisition Assistance
- Airport Boundary Surveys
- Improve Auto Access and Parking Areas
- Update the Airport Layout Plans for Planning and Construction Projects
- Acquire Aircraft Self-Fueling System
- Acquire Weather Reporting Equipment
- Construct Revenue Generating Hangar(s)

This AGREEMENT sets forth the general terms and conditions which shall govern the relationships and performance of the **Owner** and **Engineer** for work designated for each project and documented by a **Task Order**. Each **Task Order** will be prepared and executed by both parties for each project and will set forth specific project requirements, services of the **Engineer**, **Owner's** responsibilities, times for rendering services, deliverables to be provided, basis of compensation, and other appropriate contract terms related to the specific project.

The **Owner** and **Engineer** in consideration of their mutual covenants herein agree in respect to the performance of Professional Engineering Services by **Engineer** and the payment for those services by **Owner** as set forth in issued **Task Orders**.

The **Engineer** shall provide Professional Airport Planning and Engineering services for **Owner** in all phases of the Project to which this Agreement applies, serve as **Owner's** professional engineering representative for each Project as set forth in the Task Orders and shall give professional engineering consultation and advice to **Owner** during the performance of services hereunder.

This AGREEMENT (consisting of pages 1 to 34 , inclusive), together with any specifically noted attachments, if any, constitute the entire Agreement between **Owner** and **Engineer** and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written instrument signed by both **Owner** and **Engineer**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
CITY OF COLUMBUS

ENGINEER:
MORRISON-MAIERLE, INC.

Name

Name

(Signature)
Gary Woltermann
Mayor

(Signature)
Travis Eickman
Travis Eickman, P.E.
Vice President

Attest

Heather Mosser
Attest

COUNTY OF STILLWATER
Name

(Signature)
Mark Crago
Chair, County Commission

Attest

(Signature)
Tyrel Hamilton
County Commissioner

Attest

(Signature)
Dennis Shupak
County Commissioner

Attest

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

PO Box 795

315 North 25th Street, Suite 102

Columbus, MT 59019

Billings, MT 59101

(406) 582-3192

(406) 656-6000

OWNER - ENGINEER MASTER AGREEMENT INDEX

This Agreement includes the following parts:

SIGNATURE PAGE

INDEX

DEFINITIONS

MASTER FORM OF AGREEMENT

Section 1 ENGINEER'S RESPONSIBILITY

Section 2 SCOPE OF SERVICES

2.01 Basic Services

2.02 Additional Services

Section 3 OWNER'S RESPONSIBILITIES

Section 4 TIME OF PERFORMANCE

Section 5 PAYMENT TO ENGINEER

Section 6 GENERAL PROVISIONS

6.01 Standards of Performance

6.02 Betterment

6.03 Certifications, Guarantees and Warranties

6.04 Compliance with ADA and Other Laws and Regulations

6.05 Contingency Fund

6.06 Changes

6.07 Reuse of Construction Documents

6.08 Reuse of Planning Documents

6.09 Estimate of Construction Costs and Total Project Costs

6.10 Dispute Resolution

6.11 Subconsultants

6.12 Electronic Transmittals

6.13 Successors and Assigns and Beneficiaries

6.14 Compliance with Laws and Federal Regulations

6.15 Construction Operations Plan and Phasing Plan

6.16 Allocation of Risks – Indemnification

6.17 Statutes of Limitations

6.18 Insurance

6.19 Controlling Law

6.20 Notices

6.21 Survival

6.22 Severability

6.23 Waiver

Attachments:

Exhibit A – Task Order Format

Exhibit B - Duties, Responsibilities and Limitation of Authority of Resident
Project Representative

Exhibit C – Notice of Acceptability of Work

Exhibit D - Required Contract Provisions for Airport Improvement Program
and for Obligated Sponsors

DEFINITION OF TERMS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda* - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.02 of this Agreement or Task Order.
3. *Agreement* - This written contract for professional services between **Owner** and **Engineer**, including all exhibits identified in the Index of this Agreement or Task Order and any duly executed amendments.
4. *Application for Payment* - The form acceptable to **Engineer** which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services* - The services to be performed for or furnished to **Owner** by **Engineer** in accordance with Section 2.01 of this Agreement or Task Order.
6. *Calendar Day* - Every day shown on the calendar.
7. *Change Order or Supplemental Agreement* - A document which is signed by Contractor and **Owner** and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract. (The Federal Aviation Administration standard specification for Airport Construction uses the term *Supplemental Agreement*).
8. *Change Proposal* - A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by **Engineer** concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. *Constituent of Concern* - Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract* - The entire and integrated written contract between the **Owner** and Contractor concerning the Work.
11. *Construction Contract Documents* - Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
12. *Construction Contract Price* - The money that **Owner** has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. *Construction Contract Times* - The number of Calendar Days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. *Construction Cost* - The cost to **Owner** of the construction of those portions of the entire Project designed or specified by or for **Engineer** under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of **Engineer** or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; **Owner's** costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to **Owner**. Construction Cost is one of the items comprising Total Project Costs.
15. *Constructor* - Any person or entity (not including the **Engineer**, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, **Owner's** work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. *Construction Safety and Phasing Plan (CSPP)* - The overall plan for safety and phasing of an Airport construction project developed by the **Owner** (airport operator), or developed by the airport operator's **Engineer** and approved by the airport operator and Federal Aviation Administration. It is included in the invitation for bids and becomes part of the project Construction Contract Documents.
17. *Consultants or Subconsultants* - Individuals or entities having a contract with **Engineer** to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
18. *Contractor* - The entity or individual with which **Owner** enters into a Construction Contract.
19. *Documents* - Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by **Engineer** to **Owner** pursuant to this Agreement.
20. *Drawings* - That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
21. *Effective Date* - The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
22. *Engineer* - The individual or entity named as such in this Agreement.

23. *Field Order or Change Order* – A written order issued by **Engineer** and approved by the **Owner** which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times. (The Federal Aviation Administration standard specification for Airport Construction uses the term *Change Order*).
24. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. The contract clauses required by the Federal Aviation Administration to be included in professional service agreements are included in Section 6.14 and Exhibit 4.
25. *Owner* - The individual or entity named as such in this Agreement and for which **Engineer's** services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project. For Federal Aviation Administration projects the term Owner may also mean *Sponsor*.
26. *Project* - The total undertaking to be accomplished for **Owner** by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by **Engineer** under this Agreement are a part.
27. *Record Drawings* - Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by **Engineer** and delivered to the **Owner** as part of Project Closeout Services or as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to **Engineer** and annotated by Contractor to show changes made during construction.
28. *Reimbursable Expenses* - The expenses incurred directly by **Engineer** in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
29. *Resident Project Representative* - The authorized representative of **Engineer** assigned to assist **Engineer** at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit 2.
30. *Samples* - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
31. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
32. *Site or Airport* - Lands or areas to be indicated in the Construction Contract Documents as being furnished by **Owner** upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by **Owner** which are designated for the use of Contractor.
33. *Specifications* - The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the

Work.

34. *Sponsor* - A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
35. *Subcontractor* - An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
36. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of **Engineer**, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
37. *Supplier* - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
38. *Total Project Costs* - The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of **Engineer** or other design professionals and consultants, together with such other Project-related costs that **Owner** furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, **Owner's** costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to **Owner**.
39. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
40. *Work Change Directive* - A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by **Owner** and recommended by **Engineer**, ordering an addition, deletion, or revision in the Work.

MASTER FORM OF AGREEMENT

1. This is a Master Form of Agreement which provides for the performance of services for multiple projects over a specified period of time. Services shall be performed only as authorized by Task Orders issued under this Agreement.

2. The effective date of this Agreement is as shown on page 1. This Agreement shall be effective and applicable to Task Orders issued hereunder for Five (5) years from the effective date of the Agreement.

3. This Agreement provides for the general terms and conditions which shall govern the relationships and performance of the **Engineer** and **Owner** for the various projects involved in this Agreement. Each Task Order will further describe any distinctive terms or conditions required of the **Engineer** and **Owner** which are specific to the project covered by the Task Order.

4. The services to be provided by the **Engineer** will include applicable Basic and Additional Services as set forth herein plus specific services for each project as detailed in a duly executed Task Order for that project. The Task Order will indicate the specific tasks and functions to be performed, deliverables to be provided, establish beginning and completion dates, and include a method of payment to the **Engineer** for the performance of the services.

5. **Owner** shall have the responsibilities set forth in this Agreement and as further identified in the Task Order for each specific project.

6. **Engineer** shall not be obligated to perform any prospective Task Order unless and until **Owner** and **Engineer** agrees as to the particulars of the specific Project, **Engineer's** services, compensation and all other appropriate matters.

7. Expiration of this Agreement shall not affect Task Orders issued hereunder during its term, or the validity of any actions taken under or with respect to such Task Orders, including modifications, whether taken before or after the expiration of the term of this Agreement.

8. The services specified in a Task Order issued to the **Engineer** shall be commenced by the **Engineer** promptly and in any event not later than the beginning date specified in the Task Order.

Section 1 - ENGINEER'S RESPONSIBILITY

1.01 The **Engineer** shall serve as the **Owner's** professional Engineering representative for those projects or phases of the project to which the Task Order and this Agreement applies, and will give consultation and advice to the **Owner** during the performance of the services. Services to be provided under a Task Order may include the following:

A. Acquisition of Land or Equipment

1. Land Acquisition projects will include scoping meetings, advising the **Owner** during the land acquisition process, preparing and submitting Categorical Exclusion Documentation and Applications for Federal and State Assistance, preparing and submitting DBE goals (if applicable), preparing certificates as required, requests for reimbursement, a final project report, and updating the ALP and Exhibit "A" - Airport Property Map.

The **Engineer** shall solicit or assist the **Owner** in the selection of appraisers and review appraisers, administer the land acquisition process, conduct legal land surveys and prepare certificates of survey. The Engineer shall assist the **Owner's** Attorney in obtaining the necessary data and documentation required for the Attorney to prepare the Title Opinion required for Project Closeout.

In the event of litigation (Condemnation), the **Engineer** shall provide Expert Testimony and provide technical support to the **Owner's** Attorney in the prosecution of the litigation.

2. Equipment Acquisition - Assist Owner with the acquisition of equipment by providing solicitation of bids or quotes as necessary to meet the requirements of the FAA equipment procurement process.

B. Design and Construction Administration of Airport Improvement Projects

Design and Construction Administration Projects are typically completed in Phases that are described in more detail in **Section 2 - Scope of Services and the Task Order**. Phases may include:

- **Phase I - Programming and Pre-Design Activities for the Project** including meetings with the **Owner** to develop a project scope and schedule, preparing a Task Order, preparation of Grant Applications, and CATEX or other environmental documentation required to obtain FAA and State assistance for the project. Selection of subconsultants, negotiation of professional services fees, and preparation of DBE goals is a part of Pre-Design activities.

- **Phase II - Preliminary Design Engineering for the Project** shall include a study of the project layout and possible alternative layouts, preparation of preliminary cost estimates for alternatives, meetings with the **Owner**, FAA and State to discuss alternatives, obtaining survey data and geotechnical information, studying alternative construction phasing to minimize impacts to airport users, pavement design, life cycle cost analysis, preparation, and submission of a 30% Design Report and 30% plans for approval, and preparation and submission of a Construction Safety and Phasing Plan (CSPP) to the FAA and State for review.

- **Phase III - Final Design Engineering for the Project** following review of the 30% Preliminary Engineering submission by the **Owner**, FAA, and State and based on their acceptance, modification and direction, shall include the undertaking of the Final Engineering activities required to prepare final plans and specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractors or Equipment Suppliers. This phase includes meetings and design conferences to obtain information and to coordinate or resolve design matters, collecting additional engineering data and undertaking additional field investigations, surveys, engineering, and environmental studies required to prepare detailed plans, specifications, and cost estimates. Final Design services include refining alternative construction phasing to minimize impacts to airport users, pavement design, and if applicable, pavement life cycle cost analysis and value engineering. Preparation and submission of Final Plans and Specifications, opinions of total project costs, the Final Design Report, and submission of an updated CSPP complete this phase. Intermediate submission of plans and specifications may be required at the 60%, 90%, and 100% stage depending on **Owner**, FAA and State policies.

- **Phase IV - Assistance in the Bidding Process** includes providing printed or electronic copies of plans, specifications, and bidding documents to Bidders, assisting the **Owner** in advertising and securing bids, negotiating for services, analyzing bid results, furnishing

recommendations on the award of contracts, and preparing or updating Applications for Federal and State Assistance.

- **Phase V - Construction Phase Services** may include:

1. **Design with Construction Phase Services** include basic services rendered after the award of a construction contract including providing consultation and advice to the **Owner** during all phases of construction, on-site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the **Owner**, FAA, and State. Construction phase services also include reviewing and approving shop drawings and equipment cut-sheets submitted by contractors for compliance with design concept, as well as reviewing laboratory and mill test reports of materials and equipment. Change orders and supplemental agreements will be prepared for **Owner**, FAA and State approval, performance tests required by specifications will be observed or reviewed, payment amounts to contractors will be determined and the **Owner** assisted in the preparation of grant reimbursement payment requests. Wage rate reviews will be conducted, along with making final inspections and submitting in the **Project Closeout Phase**, a report of the completed project including Record Drawings to the **Owner**, FAA, and State.

- **Phase VI Project Closeout Phase Services** include the collection and submittal of the Contractors Completion Documents to the **Owner** and preparation and submittal of a "Final Project Report" in accordance with appropriate FAA Airport District Office Notices or FAA Standard Operating Procedures in effect at the time of the project. The **Engineer** shall furnish the **Owner** with two (2) hard copy sets of record drawings, specifications, shop drawings, submittals and Operations and Maintenance Manuals based on information furnished to the **Engineer** by the Contractor. The Final Report and Record Drawings shall also be submitted to the **Owner**, FAA and State in electronic PDF format. The Airport Layout Plan (ALP) shall be updated to show the completed construction. A major update of the ALP beyond showing completed construction is beyond the scope of Construction Phase Services. A major update includes revisions to bring the ALP into compliance with current FAA Standard Operating Procedure standards for Airport Layout Plan Reviews. Major ALP Updates will be contracted for separately in a separate Task Order.

1.02 The **Engineer** shall perform the work in compliance with FAA requirements where applicable and in compliance with the standard of performance required in Section 6.01.

1.03 The **Engineer** shall be responsible for the technical accuracy of its services and documents resulting therefrom, and **Owner** shall not be responsible for discovering deficiencies therein. **Engineer** shall correct such deficiencies without additional compensation except to the extent such deficiencies are attributable to deficiencies in **Owner** furnished information.

1.04 The **Engineer** will attend Airport Board meetings and meetings with the FAA and State as required to update Project progress. The maximum number of meetings with the Airport, FAA and State shall be as specified in the Task Order. In general, the **Engineer** will meet with the Airport on an on-call basis between Task Orders and at all necessary regular or special meetings while work (design or construction) is ongoing.

Section 2 - SCOPE OF SERVICES

Each Task Order will clearly identify the engineering services required for each project. The following paragraphs are brief descriptions of engineering services typically provided, but may not be limited to those listed below.

2.01 Basic Services

The **Engineer** agrees to provide professional services in connection with the Project, including normal civil Engineering services as set forth below.

A. Acquisition of Land and Equipment

1. Land Acquisition

A. Land Acquisition: The land acquisition described in Exhibit A - Airport Property Map, will include performance of the following functions: securing of appraisals and appraisal reviews, conducting preliminary interviews and estimates, conducting negotiations, closing transactions with tenants and property owners, acquiring title commitments, subordination or acquisition of any property interest which would adversely affect Airport use, preparation and execution of deeds of conveyance, and other such functions required by Federal Aviation Administration. The preparation of a relocation plan, if required by federal regulations, shall be considered an additional service.

The services provided will comply with Federal Aviation Administration requirements in effect on the date of the Task Order, as set out in FAR Part 152, FAA Advisory Circular 150/5100-11 (Land Acquisition and Relocation Assistance under the Airport Development Aid Program) and FAA Order 5100.37 (Land Acquisition and Relocation Assistance for Airport Development Projects).

The Task Order will identify the size and description of the land acquisition related to the specific project.

The **Engineer** shall perform the following Land Acquisition Project work on behalf of the **Owner**. Depending on the circumstances, tasks such as just compensation offers, purchase, and relocation negotiations may be done by the **Owner**, **Owner's Attorney**, or professionals retained by the **Engineer** or **Owner**.

1. Utilize title commitments to show ownership interests and indicate easements, mineral leases, and other interests and encumbrances which affect the safe operation of the Airport.
2. Conduct preliminary interviews with property owners.
3. Conduct a public meeting, if requested by the **Owner**.
4. Prepare a relocation plan, if determined necessary, for FAA or State approval to acquire and relocate occupants. The cost of the relocation plan shall be paid for as additional services.
5. Secure appraisals and appraisal reviews prepared by adequately qualified persons as to education, experience, and credentials as set forth in the FAA Order 5100.37, Section 3 or as required by the State.
6. Prepare offers for just compensation and relocation determinations, if required, upon review and approval of the **Owner**.
7. Conduct purchase and relocation negotiations with the property owner and tenants and prepare memorandums of negotiations on behalf of **Owner**.

8. All proposed offers are to be reviewed and approved by the **Owner** before execution. All administrative settlements are to be reviewed and approved by **Owner, FAA** and State prior to execution.

9. Prepare and submit proper documentation to FAA for payment of offers for just compensation and relocation claims.

10. Prepare and have executed all documents of conveyance, relinquishment, and subordination to provide **Owner** or its designee with a marketable fee simple title for Airport purposes. The **Engineer** shall be responsible for completing the necessary land surveys under the direction of a licensed surveyor required to transfer the title to the **Owner**. The survey shall include the completion of a Certificate of Survey (C.O.S.).

11. Provide transaction closings and all documents to close the purchase of parcels included in the Task Order, which shall be reviewed and approved by **Owner's** attorney prior to execution.

12. Record all documents affecting title with the County Clerk and Recorder.

13. Notify the appropriate city, township, and County Treasurer's office of the change from private to public Ownership to allow **Owner** to apply for tax exempt status at the earliest possible date, if applicable.

14. Be available for consultation as needed with **Owner's** Representatives.

15. Prepare and maintain three (3) land parcel files for each land and tenant parcel to be acquired, which include the documentation needed for cost reimbursement. One file will be submitted to the FAA, the second is for the **Owner's** records and the third file will be retained by the **Engineer**.

16. Prepare land acquisition and relocation summaries for the FAA and State.

17. Transmit the documentation needed for Project closeout and cost reimbursement to the FAA Airport District Office and the State. The closeout package shall include the updating of Exhibit A - Airport Property Map and the ALP to show the newly acquired property. A major update of the ALP beyond showing the newly acquired property is beyond the scope of Land Acquisition Services.

18. Assist the **Owner's** attorney and the **Owner** in preparation of the Certificate of Fee Title (or easement), and Certificate of Compliance required by the FAA for each parcel acquired. This assistance is limited to providing a description of the property being acquired and copies of the FAA forms in draft format for completion by the **Owner's** attorney and **Owner**.

2. **Equipment Acquisition**

- Research equipment requirements
- Prepare Design Report and justification
- Provide bid documents and specifications for equipment
- Distribute bid documents and specifications or solicit quotes
- Prepare opinion of probable cost
- Attend bid opening
- Prepare Letter of Recommendation of Award
- Prepare Notice of Award
- Prepare Notice to Proceed

- Prepare Requests for Reimbursement and payment documentation
- Conduct inspection of equipment for compliance with specifications.

B. Design and Construction Administration of Airport Improvement Projects

Phase I – Programming and Pre-Design Activities for the Project

1. Develop Project Scope and prepare a Task Order for the professional services, including the development of:

- Phase II Preliminary Design Engineering for the Project
- Phase III Final Design Engineering for the Project
- Phase IV Assistance in the Bidding Process
- Phase V Construction Phase Services
- Phase VI Project Closeout

2. Attend Pre-Design Meeting with Airport officials to discuss scope of the project, design and construction bid schedules, projected bid opening dates, and construction period. Provide summary of meeting.

3. Prepare **FAA Grant Application** and **CAT Ex Documentation Submittal** for the project. Develop a project schedule for completion of design elements and project milestones preliminary and final plan completion, review periods, bidding dates and final grant application submission based on bids. Use FAA and State Checklists to develop a tentative project schedule.

4. Prepare solicitations for subconsultant services required by the project work scope. In general, services for Geotechnical, Environmental, Geographical Information Systems (GIS), Architectural and other specialty consultants will be solicited from qualified DBE and non-DBE firms pre-qualified or certified by State DOTs. (Note: Required Field Surveying services may be performed by the **Engineer** in-house, but are shown under subconsultant services). Any subconsultants selected for the project are subject to the approval of the **Owner**.

a. Subconsultants

Topographic Field Surveys: This effort will include development of ground control for use during construction and topographic field data collection to provide a detailed construction base map that will be used for final design and quantity calculations. The **Engineer** may utilize in-house field surveyors to perform this work. The area surveyed will be identified in the Task Order.

Geotechnical Field Investigations: This effort will include a series of field borings and soil sampling for evaluation of existing subgrade soil and if applicable, pavement conditions, in the earthwork and pavement areas in accordance with the latest edition of FAA Advisory Circular 150/5320-6 Pavement Design. Geotechnical investigations for buildings will be conducted in accordance with applicable building codes. In addition, during the construction phase of the project, the Geotechnical consultant may provide the certified laboratory for Materials Acceptance Testing services in accordance with applicable FAA construction specifications including P-209, P-401 and P-501. The geotechnical investigations work scope will be identified in the Task Order and solicitation for services.

Architectural, Environmental, GIS and other Specialty Consultants: If required for a specific project, the work scope for any specialty subconsultants will be identified in the

scoping meetings and Task Order. Services will be solicited in accordance with the **Engineer's** subconsultant procurement plan. Generally, firms experienced in airport projects such as terminals, hangars, wildlife studies, and airport GIS survey projects, etc., will be selected.

5. Prepare for **Owner's** and **Independent Fee Estimator's** use a packet that the fee estimator may use to develop his or her fee estimate and that the **Owner** can use for fee review and negotiations with the **Engineer**.

6. Prepare Fiscal Year DBE goals and report on previous Fiscal Year DBE goal achievements. This includes revising, development, and approval of DBE goals in the event that anticipated amount of federal funds is in excess of \$250,000 per year and in accordance with FAA Civil Rights criteria in effect at the time of the Task Order, as well as reporting DBE Achievements via the FAA Civil Rights DOORS on-line reporting system.

Phase II – Preliminary Design

1. Perform investigative services and identify and evaluate the alternate solutions available to the OWNER as listed in the Task Order. Information from the current *Airport Master Plan*, AC 150/5300-13A (*Airport Design*), AC 150/5320-6E (*Airport Pavement Design and Evaluation*), AC 150/5325-6 (*Airport Design Standards - Effects and Treatment of Jet Blast*), AC 150/5340-30H (*Design and Installation of Details for Airport Visual Aid*), AC 150/5360-9 (*Planning and Design of Airport Terminal Facilities at non-Hub Locations*), and other applicable FAA Advisory Circulars (ACs) as of the date of the Task Order will be used as the basis for determining alternatives.

2. The investigative services includes the evaluation of the Airport lighting system affected the project, completion of field surveys, geotechnical investigations required for the project and verification of record drawings by the design team.

3. Obtain field surveys of site topography and other field information, as required, to refine cost estimates and to use in the final design process. Utility mapping will be based on information obtained from utility owners, Blue Stake, or Airport records.

4. Obtain soils and geotechnical information required for pavement designs and the design of structures. Soils investigations for pavement design will use the current edition of AC 150/5320-6E Airport Pavement Design which is in effect on the date of the Task Order as a basis for determining the scope of the investigation. For structures, appropriate building codes will be used as the basis of the geotechnical investigation.

5. Develop an existing features drawing including contours (as appropriate) from data provided by the field topographic survey for use in refining cost estimates and the preparation of preliminary and final plans. Utility mapping will be based on information obtained from utility owners, Blue Stake, or Airport records.

6. Review existing storm drainage and develop storm drainage plan for the project, if applicable.

7. Prepare schematic development plans for the project, update **Engineer's** opinion of total project costs for alternative layouts or procurement of equipment, i.e. LED vs. Incandescent, for example. Evaluate alternatives for phasing of construction to minimize impacts to airport users and enhance airport safety and operations. Prepare schematic phasing plans and meet with the **Owner** and Airport Users (Stakeholders) to discuss alternate layouts and phasing alternatives.

8. Develop Project construction plans and specifications to approximately 30% completion and update the **Engineer's** opinion of total project costs.

9. Prepare a Design Report in accordance with FAA and State requirements. Print the Design Report, review plans and specifications and submit to **Owner**, FAA and State for a 30% design review. Review 30% plans with the Airport and FAA and the State.

10. Develop a Draft Airport Construction Safety and Phasing Plan (CSPP) in accordance with FAA AC 150/5370-2G Operational Safety on Airports During Construction. The construction Contractor is responsible for complying with the CSPP and a contractor prepared Safety Plan Compliance Document (SPCD) describing how they will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. Preparation of the draft CSPP will be coordinated with the **Owner**, airport users, and other applicable stakeholders. The Draft CSPP will be part of the 30% design submittal.

11. Assist the **Owner** in submitting the Draft Airport Construction Safety and Phasing Plans.

Phase III - Final Design and 100% Design Review for the Project

1. Following the 30% review of the Phase II Preliminary Design by the **Owner**, FAA, and State and based on their acceptance, modification and direction, prepare final plans and specifications indicating the scope, extent and character of the Work to be performed and furnished by the Contractor(s) or Equipment Suppliers.

2. Develop the Project construction plans and specifications to approximately 100% completion and update the **Engineer's** opinion of total project costs. Intermediate submission of plans and specifications may be required depending on the project.

3. Include in the specification's Special Provisions a CONSTRUCTION SAFETY AND PHASING PLAN to address specific impacts of construction activities on airport operations. The version of AC 150/5370-2G Operational Safety on Airports During Construction which is in effect as of the date of the Task Order will be used as a guide in preparing the Construction Safety and Phasing Plan. Coordinate with the FAA Airport District Office, Air Traffic Control Tower, and FAA Facilities, as well as airport management and airport users as required to complete the plan. Generally, the FAA ADO will coordinate with and obtain approval from FAA Flight Standards for any special airport operational issues during construction.

4. Update the **Engineer's** opinion of total project costs. Revise the Design Report submitted for the 30% review as required to identify items of proposed work, levels of federal and state funding requested, and project impacts. Identify items of work which will be bid as alternative bid items. The design report will be completed in accordance with the versions of the appropriate ADO Notices and State Checklists which are in effect as of the date of Task Order.

5. Print and also provide an electronic copy (PDF) for 100% review plans and specifications (Project Manual), Final Design Report and CSPP to **Owner** for transmittal to FAA and State for a 100% review.

6. Participate in final review meeting with the State, FAA and the **Owner**.

7. Following review of the 100% submittal by the **Owner**, FAA, and State and based on their acceptance, modification and direction prepare final plans and specifications and update the **Engineer's** opinion of total project costs based on the final plans and specifications.

8. Provide final copies of plans and Specifications and bid package to **Owner**, FAA and the State for their files. Four sets are anticipated unless otherwise stated in the Task Order.

9. Attend Airport Board meetings and meetings with the FAA and State as required, to update Project progress. The maximum of meetings with the Airport Board and with the FAA shall be as specified in the Task Order.

Phase IV – Provide Assistance in the Bidding Process

Once the Project is authorized by the FAA, State, and the **Owner** to be advertised for construction, Phase IV of this Agreement shall commence and the **Engineer** shall:

1. Prepare and distribute a notice to bidders or a copy of the Invitation to Bid for the upcoming project. Certified DBE firms' capable bidding the project or submitting subcontractor proposals to prime contractors will be included in the bidders list.

2. Provide plans and specifications for the construction of the improvements set forth in the Task Order. For bidding, provide the **Owner** with four copies and the FAA and State one copy of the plans and specifications. Plans and specifications will be offered to bidding Contractors in printed or electronic format for a non-refundable fee to cover reproduction and postage costs. Plans and specifications for Plan Exchanges will be provided in electronic (PDF) format.

3. Distribute plans and specifications via on-line bidding or paper distribution to contractors, subcontractors, suppliers, and manufacturers for the purpose of bidding.

4. Conduct a Pre-bid Conference to discuss airport operational safety during construction, airport security requirements, project construction schedule, and FAA construction specifications with prospective contractors. This will include providing a meeting attendance list, meeting agenda and meeting minutes.

5. Research and provide answers to Bidders during the advertisement period. Provide and distribute addendums if required.

6. Prepare a final Engineer's opinion of probable cost based on the final plans and specifications for use as a guide in considering bids at the bid opening.

7. Attend the project Bid Opening. Review each bidder's bid submission for completeness and errors, including a review the Bidder's qualifications documentation submitted in accordance with the general provisions of the project specifications. Review the low bidder's packet for compliance and completeness.

8. Prepare Bid Tabulations and provide a letter of recommendation of award to the **Owner**, FAA and State.

9. Prepare amendments to the FAA and State Project Applications incorporating actual construction bid amounts into the application request and project budget. Assist the **Owner** in submitting the Amended Project Applications to the FAA and State if necessary.

Phase V - Construction Phase Services

Following the Award of Construction Contract(s) and acceptance of the FAA and State Grants by the **Owner**, Construction Phase Services shall commence and the **Engineer** shall:

1. Prepare a notice of award and assist the **Owner** in preparation of the Construction Contract Documents.

2. Print seven sets of full size project drawings and provide 5 sets of construction specifications to the Contractor for construction. One set of full size drawings will be used by the Contractor for field documenting project changes and found conditions. This data will be incorporated into the Record (as-built) Drawings.

3. Executed contract documents will be gathered, bound into a project specification book, and distributed to the **Owner**, FAA, State Aeronautics and the Contractor.

4. Schedule and conduct a Pre-construction Meeting with the selected construction contractors and subcontractors and Airport Stakeholders. This will include providing a meeting attendance list, meeting agenda and meeting minutes.

5. Stake the project for construction in accordance with the Project Specifications and as defined in the Task Order for the project.

6. Should paving costs as bid exceed \$500,000, the **Engineer** shall prepare a **CONSTRUCTION MANAGEMENT PLAN**. The plan will include the identification of the **Owner's** representative, the testing laboratory, the procedures for testing laboratories, qualifications of testing personnel, and testing requirements, as required by the versions of the ADO Notices which are in effect as of the date of the Task Order.

7. The **Engineer** shall provide construction administration and observation services as required for substantial compliance with the Contract Documents. The **Engineer** will keep the **Owner** informed of the progress of the work, endeavor to guard the **Owner** against defects and deficiencies in the work of the Contractor, and shall reject or stop work, as appropriate, failing to conform to the Contract Documents. The **Engineer** or its authorized representative shall keep adequate Project records and field reports of work during construction.

8. Provide the services of a Resident Project Representative (RPR) at the site to assist the **Engineer** and to provide observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit 2. The furnishing of such RPR's services will not extend **Engineer's** responsibilities or authority beyond the specified limits set forth elsewhere in this Agreement.

9. Visits to site and construction observation. In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the site at intervals appropriate to the various stages of construction, as **Engineer** deems necessary, in order to observe the progress and quality of the Work. Such visits and observations by **Engineer** and **Engineer's** RPR are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspection of Contractor's work in progress, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, **Engineer** will determine in general if Contractor's work is proceeding in accordance with the construction Contract documents, and **Engineer** shall keep **Owner** informed of the progress of the work.

b. The purpose of **Engineer's** visits to, and observation by the **Engineer's** Resident Project Representative will be to enable **Engineer** to better carry out the duties and responsibilities assigned to and undertaken by **Engineer** during the construction phase, and, in

addition, to provide for **Owner** a greater degree of confidence that the completed Work will conform in general to the Contract Documents. **Engineer** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure by Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, **Engineer** neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the construction Contract documents.

10. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. **Engineer's** review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction Contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction Contract documents. **Engineer** shall be entitled to rely on the results of such tests.

11. Monitor Contractor and Subcontractor operations during construction for general adherence to the Construction Safety and Phasing Plan (CSPP). In the event construction activities are not in conformance with the provisions of the CSPP with respect of operations within the Airfield Environment defined in the CSPP, the Contractor and **Owner** will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a stop work order issued to the Contractor until such time as the Contractor takes corrective action. The stop work order may be issued at the direction of the **Owner**, through the **Engineer**, or by order of the **Engineer**, should circumstances dictate such action.

12. Prepare weekly construction observation reports for review by the **Owner**, the FAA and the State.

13. Based on the on-site observations of the **Engineer's** RPR and review of Contractor(s)' applications for payment and the supplemental data and schedules, the **Engineer** shall approve, in writing, the amounts owed to the Contractor(s), and in accordance with the provisions of the General Conditions of the construction Contract documents shall approve payments to the Contractor(s) in such amounts.

Approvals of payment shall constitute a representation to the **Owner**, based on such observations and review, that the work has progressed to the point indicated and that, to the best of **Engineer's** knowledge, information and belief, the quality of the work is in accordance with the construction Contract documents subject to an evaluation of the work upon substantial completion and subject to the results of subsequent tests, and to any other qualifications stated in the **Engineer's** approval.

By approving applications for payment, the **Engineer** shall not be deemed to have represented that it has made any examination to determine how or for what purpose any Contractor has used the moneys paid on account of the contract price, or that title to any of the Contractor(s)' work, materials or equipment has passed to the **Owner** free and clear of any lien, claims, security interests, or encumbrances.

14. Provide draft FAA and State Aeronautics Requests for Reimbursements and assisting in the submittal of the requests. Summaries of Project Cost and Paid Invoices will be prepared for

the purpose of tracking grant(s) funding and project budget status. Assist in the preparation of quarterly and annual SF 425 reports for FAA Projects.

15. Make recommendations to the **Owner** on all claims relating to the execution and progress of the construction work.

16. Notify the **Owner** of permanent work that does not conform to the result required in the construction Contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the **Owner** for its correction, and, at the request of the **Owner**, have these recommendations implemented by the Contractor.

17. Review shop drawings, samples, certifications and other submittals of the Contractor only for general conformance to the design concept of the Project and for general compliance with the construction Contract documents. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

18. Prepare incidental Change Orders for the **Owner's** approval. Incidental in this reference would require no additional design or construction management. (Change Orders involving additional design and construction management services shall be considered Additional Services and subject to Section 2.02 of this Agreement).

19. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with **Owner**, FAA, State Aeronautics and Contractor, conduct an inspection to determine if the Work is substantially complete. If, after considering any objections of **Owner**, FAA, State Aeronautics, the **Engineer** considers the Work substantially complete; **Engineer** shall then deliver a certificate of substantial completion to **Owner** and Contractor.

20. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that **Engineer** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, **Engineer** shall also provide a notice in the form attached hereto as Exhibit 3 (the "Notice of Acceptability of Work") that the Work is acceptable to the best of the **Engineer's** knowledge, information, and belief and based on the extent of the services provided by **Engineer** under this Agreement.

Phase VI - Project Closeout Phase Services

1. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds product, certificates, certificates of inspection, tests, and approvals, shop drawings, samples, and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.

c. The **Engineer** in the construction Contract documents shall require the Contractor to prepare as constructed record documents in accordance with FAA requirements which shall show any changes that were made in the plans and specifications during construction. A copy of the as-constructed plans shall be furnished to the **Engineer**. Final payment to Contractor will be made contingent on receipt of the as-constructed plans.

d. **Engineer** shall transmit all of the Contractor's completion documents to **Owner**.

2. The Airport Layout Plan (ALP) shall be updated to show the completed construction. A major update of the ALP beyond showing completed construction is beyond the scope of Construction Phase Services.

3. Upon completion of construction, the **Engineer** shall prepare a "Final Project Report" in accordance with appropriate ADO Notices in effect at the time of the project. The **Engineer** shall furnish the **Owner** with two (2) hard copy sets of record drawings, specifications, shop drawings, submittals and Operation and Maintenance Manuals based on information furnished to the **Engineer** by the Contractor. The **Engineer** shall furnish one (1) copy of the Final Project Report to the Owner the FAA and State in printed and PDF format.

The construction specifications shall require the Contractor to perform all tests of materials and construction layout surveys and to submit a set of marked up as-constructed plans. The Contractor will be responsible for retaining the services of a certified materials testing firm to perform quality control and acceptance testing in accordance with FAA requirements. The **Engineer** will utilize the above Contractor-furnished layout and testing data to prepare the Final Project Report.

Copies of documents that may be relied upon by **Owner** are limited to the printed copies (also known as hard copies) that are signed or sealed by **Engineer**. Files in electronic media format of text, data, graphics, or of other types that are furnished by **Engineer** to **Owner** are only for convenience of **Owner**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. **Engineer** shall not be responsible to maintain documents stored in electronic media format after acceptance by **Owner**.

When transferring documents in electronic media format, **Engineer** makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by **Engineer** at the beginning of this Project.

4. *Limitation of Responsibilities.* **Engineer** shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. **Engineer** shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the construction Contract documents.

2.02 Additional Services

If authorized in writing by the **Owner**, the **Engineer** shall provide additional professional services in connection with the Project as set forth below, and the **Owner** shall pay the ENGINEER a fee for these services as provided for in the Task Order for the specific project.

A. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

B. Revisions of studies, reports, design documents, drawings, or specifications that have previously been approved by the **Owner**, or when such revisions or change orders are due to causes beyond the control of the **Engineer**.

C. Services required as a result of **Owner** providing incomplete or incorrect project information. The **Engineer** will assist the **Owner** to define the information needed but cannot be held responsible for incomplete or incorrect project information.

D. Design documents for alternate bids or for out-of-sequence work requested by the **Owner**, which are not considered a part of Design and Construction services.

E. Detailed renderings, exhibits or scale models for the Project unless they are included as deliverables in the task order.

F. Special analysis of the **Owner's** needs such as owning and operating analysis, staffing and training, operating and maintenance manuals, special operating drawings or charts, and any other similar analyses. The bidding documents will require the ENGINEER to provide operating and maintenance manuals for any equipment procured as part of the Project. The Final Project Report will include a brief statement on maintenance.

G. Additional or extended services during construction made necessary by:

- (1) Emergencies or acts of God endangering the work,
- (2) Work damaged by fire or other cause during construction,
- (3) Defective or incomplete work of the Contractor,
- (4) Prolongation of the initial construction Contract Time beyond the contract time,
- (5) Acceleration of the work schedule involving services beyond established office working hours, or
- (6) The Contractor's default under the contract documents due to delinquency or insolvency.

H. Services in connection with Supplemental Agreements and Change Orders to reflect changes requested by **Owner** so as to make the compensation commensurate with the extent of the Additional Services rendered.

I. Services in making revisions to Plans and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

J. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

K. Assistance in the adjusting or balancing operation of equipment or systems, or training personnel for operation or maintenance of equipment or systems.

L. Services as an expert witness for the **Owner** in connection with litigation or other proceedings involving the Project.

M. Update or preparation of Exhibit "A", Airport Property Map, or update or preparation of Airport Layout Plan drawings if not required in Basic Services.

N. Geotechnical services in excess of those stipulated in the Task Order.

O. Survey services in excess of those stipulated in the Task Order.

P. Other services not otherwise provided for in this Agreement, including services normally furnished by the **Owner** as described in Section 3 - Owner's Responsibilities.

Section 3 - OWNER'S RESPONSIBILITIES

The **Owner** shall:

3.01 Provide **Engineer** full information as to the requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.02 Give instructions to **Engineer** regarding **Owner's** procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), **Owner's** construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of **Owner's** bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. **Owner** shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and **Owner** shall seek the advice of **Owner's** legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3.03 Place at the **Engineer's** disposal all available information pertinent to the Project including previous reports and any other data relative to the Project, including Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent area.

3.04 Guarantee access to and make all provisions for the **Engineer** to enter upon public and private property as required.

3.05 Recognizing and acknowledging that **Engineer's** services and expertise do not include the following services as required for the Project:

A. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

B. Legal services with regard to issues pertaining to the Project as **Owner** requires, Contractor raises, or **Engineer** reasonably requests.

C. Such auditing services as **Owner** requires to ascertain how or for what purpose Contractor has used the money paid.

3.06 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the **Engineer**; obtain advice of an attorney, insurance counselor and other consultants as the **Owner** deems appropriate for such examination, and render in writing decisions pertaining thereto within ten calendar days so as not to delay the services of the **Engineer**.

3.07 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.

3.08 Designate in writing a person to act as the **Owner's** representative with respect to the **Engineer's** services. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the **Owner's** policies and decisions with respect to materials, equipment, elements and systems pertinent to the **Engineer's** services.

No information or instructions from the **Owner** pertaining to the project shall be transmitted to the **Engineer** or to other concerned persons or agencies except by the **Owner's** designated representative through the **Engineer** or its Resident Project Representative.

3.09 Advise **Engineer** of the identity and scope of services of any independent consultants employed by **Owner** to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, Value Engineering, and constructability review.

3.10 Furnish to **Engineer** data as to **Owner's** anticipated costs for services to be provided by others for **Owner**, so that **Engineer** may make the necessary calculations to develop and periodically adjust **Engineer's** opinion of total project costs.

3.11 Give prompt written notice to the **Engineer** whenever the **Owner** observes or otherwise becomes aware of any development that affects the scope or time of performance of **Engineer's** services, any defect or nonconformance in **Engineer's** services, or any defect in the Project or changed circumstances.

3.12 Furnish or direct the **Engineer** to provide additional services as required.

3.13 Advertise for Proposals from Bidders. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, as well as Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

3.14 **Engineer** and **Owner** agree that, without the prior consent of the other party, neither will offer employment to nor discuss employment with any of the other party's associates or employees until one year after the end date of this Agreement.

3.15 Bear all costs incident to compliance with the requirements of this Section.

Section 4 - TIME OF PERFORMANCE

4.01 The provisions of this Section and the various rates of compensation for the **Engineer's** services provided for in each Task Order are agreed to in anticipation of the orderly and continuous progress of the Project. The **Engineer's** obligation to render services under individual Task Orders shall extend for a period which may reasonably be required to provide the services.

4.02 If the **Engineer's** services for specific Projects as provided by Task Orders are delayed or suspended in whole or in part by the **Owner** or governmental authorities for more than three

months for reasons beyond the **Engineer's** control, the **Engineer** shall on written request to the **Owner** (but without termination of this Agreement) be paid as provided in Section 5 - Payment to **Engineer**. If such delay or suspension extends for more than six months for reasons beyond the **Engineer's** control, the payments and various rates of compensation provided for in **Section 5 - Payment to Engineer** shall be subject to renegotiation.

4.03 The times for performing services or providing deliverables will be stated in each Task Order for a specific project.

4.04 The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. The party shall promptly notify the other party in writing when it is being delayed.

4.05 The construction time for completion by the Contractor shall be established in the construction documents. Delays by the Contractor requiring additional time shall allow additional payment to be made to the **Engineer** under **Section 5 - Payment to Engineer**. If the Project is not constructed during the anticipated construction period, the Engineering fees for Phase IV and V shall be subject to renegotiation.

Section 5 - PAYMENT TO ENGINEER

5.01 Based on the scope of the Project as described in Task Orders for individual projects, the **Owner** shall pay to the **Engineer** the established fees as forth herein and in each Task Order.

5.02 Acquisition of Land or Equipment

A. For Engineering services related to Land Acquisition, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

B. For Engineering services related to Equipment Acquisition, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.03 Phase I – Programming and Pre-Design Activities for the Project, Phase II – Preliminary Design and Phase III – Final Design and 100% Design Review for the Project:

A. For Engineering services related to Phase I, Phase II and Phase III Design Services, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in future Task Orders as subsequent projects or stages of development are determined and authorized.

5.04 Phase IV – Provide Assistance in the Bidding Process and Phase V - Construction Phase:

A. For Engineering services related to **Phase IV and Phase V Bidding and Construct Phase Services**, the **Owner** shall pay the **Engineer**, on a cost reimbursable plus fixed fee basis or lump sum fees, as negotiated and established in the Task Order.

B. The Engineering Budget as set forth in Task Orders for individual projects will set limitations for reimbursement of dollars costs. Without the prior written approval of the **Owner**, the **Engineer** may not exceed the TOTAL ESTIMATED COMPENSATION set forth for **Phases IV and V**.

C. The costs allowable under **Phases IV and V** of the Agreement shall be limited to reasonable, allocable and necessary costs determined as follows:

1. Direct Labor Costs means salaries and wages paid to employees engaged directly on the project, including payroll-related costs and benefits such as the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

2. Overhead rates shall meet Federal Audit standards, and includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs including payroll costs and shall be included with each Task Order.

3. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually to reflect equitable changes in the compensation payable to **Engineer**. Overhead rates shall be adjusted based on the **Engineer's** actual cost experience during the contract period in accordance with applicable Federal procurement regulations and overhead rates approved by Federal audit agencies. The approved overhead rate in effect for a specific Project will be established in the Task Order.

4. Subsistence rates as set forth in the Task Order.

5. Transportation rates as set forth in the Task Order.

6. Out-of-Pocket costs for professional consultant services, subcontracts, supplies, equipment, materials, telephone and other expenses chargeable to the contract in accordance with the **Engineer's** usual accounting practices.

7. Fixed fee is the lump sum amount paid to **Engineer** by **Owner** as a margin or profit. This fee will be established for each Task Order and will only be adjusted by an amendment to the Task Order.

D. Payment of **Fixed Fee for Phases IV and V**. At the time of each payment to the **Engineer**, a portion of the Fixed Fee will be paid in the same ratio as the allowable dollar costs to total costs.

5.05 Phase VI - Project Closeout Phase Services

For Engineering services related to **Phase VI - Project Closeout Phase Services**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee established in the Task Order as subsequent projects or stages of development are determined and authorized.

5.06 Additional Services

For additional services as outlined in Section 2.02, the **Owner** shall pay the **Engineer** a lump sum fee or cost reimbursable fee negotiated for the extra services provided.

5.07 Payment Schedule

Payment of compensation shall be made by the **Owner** to the **Engineer** as follows:

A. Payment for all **Lump Sum** projects shall be billed based on a percentage of work

completed to date, generally monthly, and shall be due upon receipt of the invoice.

- B. Payment for **Cost Reimbursable** projects shall be due as the work progresses based upon Invoices submitted by the **Engineer**.
- C. **Application to Interest and Principal:** Payment will be credited first to any interest owed to **Engineer** and then to principal.
- D. **Failure to Pay:** If **Owner** fails to make any payment due **Engineer** for services and expenses within 30 days after receipt of **Engineer's** invoice, then:
 - 1. Amounts due **Engineer** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. **Engineer** may, after giving seven days written notice to **Owner**, suspend services under this Agreement until **Owner** has paid in full all amounts due for services, expenses, and other related charges. **Owner** waives any and all claims against **Engineer** for any such suspension.
- E. **Disputed Invoices:** If **Owner** disputes an invoice, either as to amount or entitlement, then **Owner** shall promptly advise **Engineer** in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraphs 5.07.A and 5.07.B.
- F. **Sales or Use Taxes:** If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on **Engineer's** services or compensation under this Agreement, then **Engineer** may invoice such additional sales or use taxes for reimbursement by **Owner**. **Owner** shall reimburse **Engineer** for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which **Engineer** is entitled under the terms of this Agreement or Task Order.

Section 6 - GENERAL PROVISIONS

6.01 Standards of Performance

The standard of care for all professional Engineering and related services performed or furnished by **Engineer** under this Agreement will be the care and skill ordinarily used by members of **Engineer's** profession practicing under similar circumstances at the same time and in the same area. **Engineer** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **Engineer's** services.

6.02 Betterment

If **Engineer** mistakenly leaves out of the construction documents any component or item required for the Project, **Engineer** shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

6.03 Certifications, Guarantees and Warranties

- A. The **Engineer** shall not be required to sign any documents, no matter by whom requested,

* **6.02 Betterment** - This contradicts ^{see} 6.01 & 6.16A (Indemnity to Owner for negligent acts or omissions)

Mistake is negligence; shouldn't be in here

that would result in the **Engineer** having to certify, guarantee or warrant the existence of conditions whose existence the **Engineer** cannot ascertain. The **Owner** also agrees not to make resolution of any dispute with the **Engineer** or payment of any amount due to the **Engineer** in any way contingent upon the **Engineer** signing any such certification.

B. **Engineer** neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

C. **Engineer** shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by **Engineer** or its Consultants.

D. **Engineer** is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

E. **Engineer's** services do not include providing legal advice or representation.

6.04 Compliance with ADA and other Laws and Regulations

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The **Owner** acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The **Engineer**, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The **Engineer**, however, cannot and does not warrant or guarantee that the **Owner's** Project will comply with ADA requirements or requirements of other federal, state, and local laws, rules, codes, ordinances, or regulations as they apply to the Project.

6.05 Contingency Fund

The **Owner** and **Engineer** acknowledge that changes may be required for a variety of reasons and that the costs of the Project may exceed the construction Contract sum. The **Owner** agrees to set aside funds as a contingency reserve to be used, as required, to pay the local share of any such increased Project costs.

6.06 Changes

The **Owner** may, at any time and by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in **Engineer's** costs of, or time required for, performance of any services, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of **Engineer** for an adjustment must be asserted in writing within 30 days from the date of receipt by **Engineer** of the notification of change unless **Owner** grants a further period of time.

6.07 Reuse of Construction Documents

All documents furnished by **Engineer** pursuant to this Agreement, including Plans, Specifications, and reports, are instruments of its services in respect of the Project. Reproducible copies of drawings and copies of other pertinent data shall be made available to the **Owner** upon request.

They are not intended or represented to be suitable for reuse by **Owner** or others on extensions of the Project or on any other project. Any reuse by **Owner** without specific written verification or adaptation by **Engineer** shall be at **Owner's** sole risk and without liability or legal exposure to **Engineer**, and **Owner** shall indemnify, defend and hold harmless **Engineer** for all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle **Engineer** to further compensation at rates to be agreed upon by **Owner** and **Engineer**.

6.08 Reuse of Planning Documents

The purpose of the Airport Layout Plan is to show the existing airport facilities and future development at the Airport. It is intended that the **Owner** will update the ALP as required. The ALP represents conditions at the Airport at the time it is approved. The **Engineer** is not responsible for showing developments following approval of the ALP and project closeout.

6.09 Estimate of Construction Costs and Total Project Costs

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable Construction Cost, then **Owner** agrees to obtain an independent cost estimate.

The services, if any, of **Engineer** with respect to Total Project Costs shall be limited to assisting the **Owner** in tabulating the various categories that comprise Total Project Costs. **Engineer** assumes no responsibility for the accuracy of any opinions of Total Project Costs.

6.10 Dispute Resolution

A. **Owner** and **Engineer** agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by a mutually agreed upon mediator. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator shall provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.

B. The **Owner** and the **Engineer** further agree to include a similar mediation provision in all agreements with independent engineers and consultants retained for the project and to require all independent Engineers and consultants also to include a similar mediation provision in all agreements with independent engineers, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

6.11 Subconsultants

Any **Subconsultants** required by **Engineer** in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed

to during negotiations for the individual project and identified in the Task Order. Any changes in subconsultants shall be subject to the prior approval of **Owner**.

6.12 Electronic Transmittals

Owner and **Engineer** may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

If this Agreement does not establish protocols for electronic or digital transmittals, then **Owner** and **Engineer** shall jointly develop such protocols.

When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.13 Successors and Assigns and Beneficiaries

A. **Owner** and **Engineer** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **Owner** and **Engineer** (and to the extent permitted by paragraph 6.13.B., the assigns of **Owner** and **Engineer**) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither **Owner** nor **Engineer** may assign, sublet or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by **Engineer** to any **Engineer's** subconsultant, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **Owner** and **Engineer** and not for the benefit of any other party. The **Owner** agrees that the substance of the provisions of this paragraph 6.13.C. shall appear in the construction Contract documents.

6.14 Compliance with Laws and Federal Regulations

The **Engineer** shall use reasonable efforts to comply with current laws, ordinances and federal regulations in effect as of the date of the Agreement and any subsequent Task Orders and applicable to the Engineer's performance of this Agreement as provided in Exhibit D – Required Contract Provisions for Airport Improvement Program and Obligated Sponsors.

6.15 Construction Safety and Phasing Plans

If included under Section 2 - Scope of Work, a Construction Safety and Phasing Plan to address specific airport operations and security impacts of construction activities on airport operations will be prepared for inclusion in the Construction Contract Documents. Contractor violation of the Construction Safety and Phasing Plan requirements shall immediately be verbally noted to the Contractor's Superintendent and **Owner**. Contractor shall take immediate action to correct the violation. Work shall be stopped until the appropriate actions to correct the noted problem(s) have been taken by the Contractor to the satisfaction of the **Engineer** and **Owner**. Written notice of the violation will be given to the Contractor. The **Owner** or **Engineer** can, at any time, order a work stoppage until such time as the Contractor has demonstrated that he is capable of completing the work without additional violations.

Neither the professional activities of the **Engineer**, nor the presence of the **Engineer** or the **Engineer's** employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **Engineer's** personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The **Owner** agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the **Owner's** agreement with the Contractor. The **Owner** also agrees that the **Owner's** agreement with the Contractor shall require the Contractor to indemnify the **Owner**, the **Engineer** and the **Engineer's** subconsultants from and against all claims arising out of or resulting from the performance of the work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability coverage, which, in addition to the Contractors' general liability insurance policy, shall name the **Owner**, the **Engineer** and the **Engineer's** subconsultants as additional insureds and which shall indemnify the **Owner**, **Engineer** and the **Engineer's** subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.

6.16 Allocation of Risks - Indemnification

A. To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless **Owner** and **Owner's** officers, directors, partners, employees and agents from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Engineer** or **Engineer's** officers, directors, partners, employees, and agents in the performance and furnishing of **Engineer's** services under this Agreement. The indemnification provisions of the preceding sentence are subject to and limited by paragraph 6.16.D which is set forth below.

B. To the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and **Engineer's** officers, directors, partners, employees, agents and consultants from and against any and all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineer, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of **Owner** or **Owner's** officers, directors, partners, employees, and agents with respect to this Agreement or the Project.

C. In addition to the indemnity provided under paragraph 6.16.B of this Agreement, and to the fullest extent permitted by law, **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, partners, employees, agents and consultants from and against all claims, costs, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from any hazardous environmental condition, provided that (i) any such claim, cost, loss, damage or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.16.C shall obligate **Owner** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or misconduct.

The following definitions apply to paragraph 6.16.C.

a. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

b. *Hazardous Environmental Condition*--The presence at the Project site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

c. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

d. *PCB's*--Polychlorinated biphenyls.

e. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

f. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

D. Conditions Beyond the Control of the Engineer

The **Owner** recognizes that in the course of completing the services under this Agreement, the **Engineer** may encounter conditions which are beyond the control of the **Engineer** and which create potential for claims against and additional costs to the **Engineer** which are not covered in fees earned for services provided. This category includes, but is not limited to the following:

1. Unknown underground utilities or other man-made objects not properly located underground.
2. Unavoidable contamination of subsurface areas, aquifers, etc., or the disturbance of natural underground resources during the design and construction of the project.
3. Changed codes or standards during the course of the work.
4. Information provided by others which are not accurate or complete.

5. Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the **Engineer**, the **Engineer** will promptly notify the **Owner**, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The **Owner** agrees to compensate the **Engineer** for any time spent and expenses incurred by the **Engineer** in defense of any such claim with such compensation to be based upon the **Engineer's** prevailing fee schedule and expense reimbursement policy.

6.17 Statutes of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of substantial completion of the project for acts or failures to act occurring prior to substantial completion or the date of final payment for acts or failures to act occurring after substantial completion.

6.18 Insurance

A. **Engineer** shall procure and maintain insurance with limits of liability as follows:

a.	Workers' Compensation:	Statutory
b.	General Liability:	
	General Aggregate:	\$2,000,000
	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
c.	Excess Umbrella Liability:	
	Each Occurrence:	\$1,000,000
d.	Automobile Liability	
	Combined Single Limit	\$1,000,000
e.	Professional Liability (Aggregate)	\$1,000,000

Additional Insured. If required by **Owner**, the following persons or entities are to be listed on **Engineer's** policies of insurance as additional insureds for policies under b, c, and d above:

Refer to the specific Task Order for this list.

Under Professional Liability Insurance, the **Engineer** is insured for claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of the **Engineer**. Under the terms of the **Engineer's** Professional Liability Insurance, no parties other than the **Engineer** are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the **Engineer's** Professional Liability Insurance.

B. **Engineer** shall deliver certificates of insurance to the **Owner** evidencing the coverage indicated.

C. **Owner** agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the **Owner** and **Engineer** during the construction phase of the project. This shall be accomplished by requiring the following in the construction Contract documents:

1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.

2. Contractor's liability insurance shall include as additional insureds the **Owner**, **Engineer** and **Engineer's** consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.

3. Contractor shall purchase a separate Owner's Protective Policy insuring the **Owner** and naming the **Engineer** and the **Engineer's** consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

4. If appropriate, Property (Builders Risk) Insurance shall be purchased by the Contractor, with the Contractor's Subcontractors, **Owner**, **Engineer** and **Engineer's** consultants named as insureds or additional insureds.

The Contractor furnished policies shall be primary and not contributing to any other insurance of the **Owner** or **Engineer**.

D. At any time, **Owner** may request that **Engineer**, at **Owner's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified herein. If so requested by **Owner**, with the concurrence of **Engineer**, and if commercially available, **Engineer** shall obtain and shall require **Engineer's** subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by **Owner**.

6.19 Controlling Law

This Agreement shall be governed by the law of the state in which the project is located.

6.20 Notices

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.21 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.22 Severability

Any provision or part of the Agreement held to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon **Owner** and **Engineer**.

6.23 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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EQUIPMENT USE AGREEMENT and WAIVER OF LIABILITY

This Equipment Use Agreement (hereinafter referred to as "Agreement") is made and effective this _____ day of _____, 20__, by and between the Woltermann Memorial Airport (hereinafter referred to as "Airport") and User:

Name of Organization: Woltermann Memorial Airport

Now, therefore in consideration set forth, the parties hereto agree as follows: 1. The Airport has the following equipment

avai: _____ and

agrees to allow the undersigned party the use of said equipment after the party has been instructed by the Airport on the proper method of using said equipment.

2. The User agrees for the use of said equipment, to indemnify and to hold harmless the Airport, its Officers, Agents, Employees, and Servants from all responsibility, liability, and costs including attorney's fees for any injury, damage, expense or loss to any person or property caused by or arising from the use of this equipment.

3. In the event a claim would be made by any third party, the undersigned individually, and/or as agent of any organization as herein named, agrees to fully cooperate with the Airport, its insurance carriers of any other person or organization designed by Airport to investigate such claims, and to provide such information as shall reasonably be necessary and/or required.

Witnessed by the signature of User and signature of Agent for Airport.

Airport Agent

User

Date

Date

JOINT RESOLUTION NO. 2020-
Amending Resolution 2001-26

WHEREAS, 67-10-102 MCA allows Counties and City to jointly acquire land, establish, construct, own, control, lease, equip, improve, operate and regulate airports; and,

WHEREAS, 67-10-202 MCA authorizes the Board of County Commissioners and City Council to adopt rules and establish fees or charges for use of the airport in exhibit A; and,

WHEREAS, the City Council of the City of Columbus, Montana and the Board of Commissioners of Stillwater County, Montana, have in their sound discretion formed a joint airport board pursuant to 67-10-205 MCA; and,

WHEREAS, the joint airport board is authorized by 67-10-205(2)(e) MCA to adopt rules deemed necessary for the management, government and use of the airport; and,

WHEREAS, the joint airport board has adopted the following rules for the management, government and use of the Columbus Airport; and,

WHEREAS, the City Council of the City of Columbus, Montana and the Board of Commissioners of Stillwater County, Montana, have in their sound discretion hereby determined that rules and fees are necessary for the management, government and use of the Columbus Airport.

Exhibit A

COLUMBUS AIRPORT RULES

I. DEFINITIONS

- A. "Aircraft" means all winged vehicles, including ultra-lights, airships, gliders and rotorcraft.
- B. "Airport" means the Columbus Airport and all property and improvements within the fenced boundary lines of said airport.
- C. "Airport Tenant" means any person, firm, or corporation leasing property at the Columbus Airport.
- D. "Commercial Activity" means any activity by any person, corporation or entity, the purpose of which is to secure earnings, income, compensation, or profit, whether such objective or objectives are accomplished or not.
- E. "Commercial Air Operator" means any person owning, controlling, operating, or managing aircraft for any commercial purposes for compensation.
- F. "FAA" means Federal Aviation Administration.
- G. "FAR" means Federal Aviation Regulation.
- H. "Fixed Base Operator" (FBO) means any person engaged in business of any aviation nature and being authorized to conduct such business by virtue of a lease agreement with the City of Columbus and Stillwater County.
- I. "Fuel Flowage Fee" means to include self-fuelers.

- J. "Management" means the Airport Manager, Joint City/County Airport Board, and governing bodies of the City of Columbus and Stillwater County which have authority to manage, control and protect the Columbus Airport. The Airport Manager is appointed by the governing bodies upon recommendation of the Joint City/County Airport Board.
- K. "NTSB" means National Transportation Safety Board.
- L. "Person" means any individual, co-partnership, corporation, company, association, joint-stock association, or body politic; and includes any trustee, receiver, assignee or other similar representative thereof.

II. **GENERAL**

- A. All operations at the Columbus Airport must be done in compliance with appropriate FAR's.
- B. All persons on any part of the property comprising the Airport shall be governed by these rules and regulations and by the Resolutions and Ordinances and any amendments thereto established or adopted by the Columbus City Council and Stillwater County Commissioners relative to the use or occupancy of any part of the property comprising the Airport.
- C. No person shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Airport without approval of the Management. Said signs must be maintained in good condition.
- D. Only personnel engaged in aviation activities are permitted on Airport grounds between the time of darkness and daylight.
- E. No person under the influence of liquor or narcotic drugs shall operate a motor vehicle or aircraft of any kind on the Airport.
- F. No person shall commit any disorderly, obscene or indecent act or commit any nuisance on the Airport.
- G. Any person who does not comply with these rules and regulations may be removed or ejected from the Airport upon the order of the Management and may be deprived of further use of the Airport and its facilities for such lengths of time as may in the discretion of the Management, be required to insure the safeguarding of the Airport property and the public and its interests therein.
- H. Each operator/individual shall be responsible for the orderly parking of aircraft in the areas leased to him/her and for the cleanliness of the area the lease uses.
- I. Soliciting of any kind is prohibited.
- J. Dumping of waste materials at any location on the Airport is expressly prohibited except in designated containers.
- K. Any damages to any of the physical property on the Airport shall be reported immediately to the Management.
- L. The Management assumes no responsibility for loss, injury or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, or acts of God or of the public enemy, nor does it assume any liability for injury to persons or property while on the Airport or while using the facilities of same.
- M. Any disabled ground vehicle shall be removed from the Airport within twenty-four (24) hours. Any ground vehicle left on the Airport for more than three (3)

days will be parked in the parking area designated by the Management and a key left with a commercial operator. (FBO)

- N. Prior permission shall be obtained from the Management for any Air show or other extraordinary activity to be held on the Airport grounds. All such activity must be covered by Liability Insurance for an amount to be determined by the Airport Board must be required for these activities under such terms and conditions as prescribed by Management.
- O. Any damaged aircraft shall be removed from the airport or stored within 24 hours of release by FAA or NTSB.
- P. Hangar use shall be in compliance with applicable zoning, building and fire codes.
- Q. No person shall park aircraft in any area on the airport other than prescribed by Management.

III. **CONFINEMENT OF AIRCRAFT OPERATIONS**

- A. No aircraft or vehicle shall be operated on any paved surface of the airport at a weight greater than the design load of that surface.
- B. Tracked and/or skid-steer vehicles shall not be operated on any paved airport surfaces without the express consent of the Airport management.

IV. **TRAFFIC PATTERNS**

- A. The standard traffic pattern is normally left hand. Right traffic may be used under special circumstances and shall be announced to approaching aircraft on UNICOM.
- B. Pattern altitude will be 4400' MSL (825'AGL).
- C. After take-off, turns below 4000' MSL (425' AGL) are prohibited except as necessary for terrain or obstacle clearance, or for emergencies.
- D. Agricultural aircraft shall make left or straight out departures when departing to the west.
- E. Motor vehicular traffic shall be marked with a proper flag and not cross over any active runway without UNICOM notification.

V. **FUELING AND DE-FUELING OF AIRCRAFT**

- A. No aircraft shall be fueled or de-fueled while the engine is running or being warmed by applications of exterior heat.
- B. No smoking shall be permitted during fueling or de-fueling operations.
- C. During fueling or de-fueling, the aircraft and the fuel dispensing apparatus shall be grounded. Fueling from plastic containers is prohibited.
- D. Persons engaged in fueling or de-fueling of aircraft shall exercise care to prevent overflow of fuel. If a fuel spill accrues, please contact the Airport Manager as soon as possible. Cleanup and repair of airport property as a result of any damaging or hazardous spills shall be billed to the principal responsible parties.

Adequate fire extinguishers shall be within ready reach of all fueling and de-fueling operations.

VI. AIRCRAFT SAFETY, REPORTS AND ACCIDENTS

- A. In addition to making all other required reports, persons involved in aircraft accidents occurring on the Airport shall make a full report thereof to the Management.
- B. In case of an accident occurring on the Airport, no vehicle or personnel shall be permitted without the approval of the Management emergency equipment excepted.

VII. VEHICULAR TRAFFIC

- A. The movement of personnel and vehicles on the landing area shall not be permitted unless prior authorization has been granted by the Airport Management.
- B. Parking of vehicles shall be in those areas designated as parking areas by the FBO or Management.

VIII. COMMERCIAL OPERATIONS

- A. No person shall engage in any commercial activity on the airport except with the express written approval of the Management and under such terms and conditions as is prescribed in the use or lease agreements.
- B. The Management shall act upon such requests for use or lease agreements individually and on a case by case basis relative to the requirements for buildings, personnel, services, hours of operation and insurance requirements, based on the type of business or commercial activity being proposed.
- C. The Management shall not accept an original request to lease land unless the applicant puts forth in writing a proposal which sets forth the scope of operation the applicant proposes, including the following:
 - 1. The services applicant will offer.
 - 2. The amount of land the applicant desires to lease.
 - 3. The building space applicant will construct or lease.
 - 4. The number of persons applicant will employ.
 - 5. The hours of proposed operation.
 - 6. The type of insurance coverage applicant will maintain.
- D. All sub-leasing shall be subject to the written consent of the Management.
- E. In addition to the other requirements of this article, FBO applicants are subject to the following:
 - 1. Applicants shall present evidence of financial stability and credit rating with respect to payment of rentals, taxes and insurance required by the Management.

Applicants shall provide services consistent with normal fixed base operations, including aircraft repair and fueling, aircraft sales, aircraft rental, flight instruction and charter operations.

IX. SNOW REMOVAL AND MOWING PLAN

- A. Snow removal procedures shall be initiated when snow depth on the runway or snow characteristics are such that a hazard to aircraft exists or appears probable.
- B. The decision to plow the snow and the timing of any snow plow operations shall be made by the designated FBO and Airport Manager.

- C. Snow removal vehicles, or the operators, shall be equipped with two-way radio communication equipment and at least one (1) vehicle shall be in contact with the UNICOM at all times.
- D. Consistent with equipment availability, windrows of snow along the runway and taxiway edges shall not exceed 24" in height.
- E. In the event that snow depth is hazardous, the Airport will be closed until it is cleared. Such decisions shall be made by a designated FBO or Management.
- F. Grass shall not exceed 12" in hangar, taxiway, and runway areas and shall be mowed when it is considered a hazard by the Airport Manager. Mowing expenses in the hangar area shall be billed to the hangar owners.

X. AIRPORT MANAGEMENT

- A. Airport Management consists of the Airport Manager, Joint City/County Airport Board, and governing bodies of the City of Columbus and Stillwater County which have authority to manage, control and protect the Columbus Airport. An Airport Manager shall be appointed by the governing bodies upon recommendation of the Joint City/County Airport Board.
- B. The Airport Manager shall be responsible for the Airport Safety Self Inspection Program which includes but is not limited to surface conditions, holes, loose aggregate, cracks, bumps, ponding water, obstructions, drainage, grass mowing, snow removal, functioning lights and beacon, operable wind sock and segmented circle, markings and signs are clearly visible, wildlife or bird problems, fences, gates closed and adequately signed, issuing NOTAM's, fire extinguishers available, bulk fuel storage areas are lighted, fenced and secured, no smoking signs are in place, fuel pumps and trucks are marked and labeled to identify fuel type, or other safety concerns and general airport maintenance.

XI. LEASE OR USE AGREEMENTS

- A. The FBO and other airport tenants are required to have approved lease or use agreements with the airport owners prior to building or occupying hangars or other buildings on the Columbus Airport property. Airport tenants are responsible for filing FAA form 7460-1, obtaining zoning and building permits or other permits and fees required by the Federal, State, or Local governments as well as those required by private utility companies for utility hook-ups and service charges.
- B. Leases are for aircraft owners and associated aeronautical uses. The storage of non-aviation related equipment outside of hangar buildings is prohibited. The term of lease or use agreements may be up to 20 years. Fees shall be set annually by the Management at an amount sufficient to cover the cost of airport operation and maintenance.

XII. HANGARS

- A. All hangar designs shall be submitted to the Joint City - County Airport Board for review and approval. Hangars shall be built within six months of leasing hangar

space. Hangars less than 3,000 sq. ft. shall be built a minimum 10 feet apart from other hangars. Hangars greater than 3,000 sq. ft. shall be built a minimum 40 feet apart from other hangars. Hangars shall be built with an impervious floor and have paved approaches, either concrete or asphalt. A 12" concrete pipe is required to cross taxiway "A" or an 8" (minimum) corrugated metal pipe when crossing drainage swales along all other taxilanes. Doors are required on all hangars except open hail hangars. Sliders and horizontal folders must be contained within the hangar footprint at all times. Overhead doors shall not be a traffic hazard when open. Hangars shall meet all applicable building codes and the design must meet or exceed a 30# pound snow load and an 80-mph wind load. Hangars shall be basic colors; earth tones are suggested. A maximum of two colors will be allowed.

- B. Hangar block 1 is located west of the access drive to the current FBO location. Hangars located in block 1 shall be at least 50 feet by 60 feet. The doors shall open to the south, water and sewer continuation and/or stub-in is required. Hangar block 2 is located immediately west of the Tie Down Area. Hangars located in block 2 shall be at least 50 feet by 60 feet. The doors shall open to the east, water and sewer continuation and/or stub-in is required. Hangar block 3 is located west of Taxilane "D" and east of the Tie Down Area. Hangars located in block 3 shall be at least 50 feet by 60 feet. Hangar doors shall open to the south or east. Hangar block 4 is located north of Taxilane "E". Hangars located in block 4 shall be at least 40 feet wide with a depth of 40 feet. Hangar doors will open to the south. Hangar block 5 is located south of Taxilane "E". Hangars located in block 5 shall be T-Hangars with a depth of 40 feet. The doors shall open to the north or south.

XIII. AIRPORT HAZARD AREAS

The City of Columbus Zoning Ordinance and Regulations shall govern the airport hazard area. An airspace map shall be prepared to define airport hazard areas for the Columbus Airport.

XIV. THROUGH THE FENCE ACCESS

An access agreement shall be required for all private owners/users for aircraft hangared off airport property. The agreement must be approved by the FAA Helena Office and the City of Columbus. The users fee established in the agreement shall be as set forth on the adopted Fee Schedule. These access agreements shall be available to allow access by existing based aircraft only. No new or rehabilitation of old off airport hangars will be eligible for access agreements. The City of Columbus may cancel access agreements when a safety hazard is recognized.

XV. REVISION OF REGULATIONS

The Management reserves the right to make any additions, modifications or deletions to the Rules and Regulations which may be necessary for the safe operation of aircraft or personnel using the Air

**Woltermann Memorial Airport
Fee Schedule**

1. Term of lease: 20 year, with 20-year renewable
2. Amount: Commercial per square ft (See table)
Non-Commercial per square ft (See table)
3. Payment: Prepaid once a year. Initial payment will be prorated the time of execution of lease, then on or before July 1st for each year thereafter. Lease or use permits are non-refundable.
4. Default: Failure to pay any rent or other charges within 30 days of invoice receipt
5. Annual Increase: Not to exceed 5% per year
6. Tie Downs: First week no charge. \$16.00 per month thereafter
7. Fuel Flowage Fee: \$.05/gallon
8. Vending Machines: 5% of gross sales
9. Use Fees/Permits: Use fees based on hangar leases rates, prorated if applicable. Permits will be granted on a case-by-case basis.

Commercial and Non-Commercial Table

	5% increase	5%	
Commercial			
	Current Amount	% increase total	Total Fee
2020	0.1200	0.0060	0.1260
2021	0.1260	0.0063	0.1323
2022	0.1323	0.0066	0.1389
2023	0.1389	0.0008	0.1397
2024	0.1397	0.0009	0.1406
2025	0.1406	0.0009	0.1416
2026	0.1416	0.0001	0.1417
2027	0.1417	0.0001	0.1418

Non-Commercial

	5% increase Current Amount	5% % increase total	Total Fee
2020	0.0800	0.0040	0.0840
2021	0.0840	0.0042	0.0882
2022	0.0882	0.0044	0.0926
2023	0.0926	0.0046	0.0972
2024	0.0972	0.0049	0.1021
2025	0.1021	0.0051	0.1072
2026	0.1072	0.0054	0.1126
2027	0.1126	0.0056	0.1182

AMENDED and ADOPTED by the Joint City/County Airport Board this 9 day of June, 2020.

Rich Cowger, Chairman
Joint City/County Airport Board

WHEREAS, the Joint City-County Airport Board has recommended amending the Airport Rules and Fee Schedule as adopted by Resolution 2020-**?** on June 15, 2020.

NOW, THEREFORE, BE IT JOINTLY RESOLVED, by the Council of the City of Columbus, Montana, and the Board of Commissioners of Stillwater County, Montana, that the fees and rules as amended by the joint airport board for the management, government and use of the Columbus Airport are hereby approved and adopted. _____ MOVED for the adoption of the Resolution.

The motion for adoption of the foregoing Resolution was **SECONDED** by _____ Upon being put to a vote, _____ voted FOR; _____ voted AGAINST; and the Mayor declared the motion passed and the Resolution adopted this _____ day of _____, 2020.

Gary Woltermann, Mayor

ATTEST:

Kisha Miller, City Clerk

PASSED AND ADOPTED by the Board of Commissioners of the County of Stillwater, Montana, in regular session met and held on the _____ day of _____, 2020, and spread at large upon its minutes.

Mark Crago, Chairman

Tyrel Hamilton, Member

Dennis Shupak, Member

ATTEST:

Heidi L. Stadel
Clerk & Recorder

2170 CITY/COUNTY AIRPORT MAINTENANCE
243 AIRPORT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000	PUBLIC WORKS						
430300	AIRPORT						
	231 FUEL OIL	0.00	0.00	600.00	600.00	600.00	0 %
	330 PUBLICITY,SUBS & DUES	0.00	0.00	100.00	100.00	100.00	0 %
	340 UTILITY SERVICES	66.34	66.34	2,500.00	2,500.00	2,433.66	3 %
	350 PROFESSIONAL SERVICES	0.00	0.00	500.00	500.00	500.00	0 %
	360 REPAIR & MAINT SERVICE	0.00	0.00	800.00	800.00	800.00	0 %
	397 CONTRACT PAYMENTS	0.00	0.00	1,523.00	1,523.00	1,523.00	0 %
	510 LIABILITY INSURANCE	4,448.00	4,448.00	4,393.00	4,393.00	-55.00	101 %
	610 PRINCIPAL	0.00	0.00	16,536.00	16,536.00	16,536.00	0 %
	620 INTEREST	0.00	0.00	2,400.00	2,400.00	2,400.00	0 %
	Account Total:	4,514.34	4,514.34	29,352.00	29,352.00	24,837.66	15 %
	Account Group Total:	4,514.34	4,514.34	29,352.00	29,352.00	24,837.66	15 %
	Organization Total:	4,514.34	4,514.34	29,352.00	29,352.00	24,837.66	15 %
	Fund Total:	4,514.34	4,514.34	29,352.00	29,352.00	24,837.66	15 %
	Grand Total:	4,514.34	4,514.34	29,352.00	29,352.00	24,837.66	15 %