Independent Fee Review Proposal and Agreement

KLJ Project #	2105-00772	Effective Date	6/1/2021

Client Information

Name	Broadwater County		
Billing Address	515 Broadway Street		
City, State, Zip	Townsend, MT 59644	Business #	406-266-9271

Authorized By	Mike Delger
Title	Chair – Broadwater County Commission

Detailed Description of Services

Complete an Independent Fee Review (IFR) using the information attached to this Proposal and Agreement. The IFR shall contain a detailed breakdown of the tasks and associated costs to complete each item of work. The IFR is intended as an estimate of engineering fees based on the information provided and is not a review of the engineering concepts, design, detailed construction requirements or other items associated with the project.

Project Location

Township	N/A	Range	N/A	Section	N/A
City of	Townsend	County	Broadwater	State	Montana

Estimated Completion Date of Services	Within 14 calendar days of contract execution and delivery to KLJ.		
Estimated Fees for Services	$3,500	Type	Lump Sum

Special Conditions to be considered

None.

Other Items

None.

TERMS AND CONDITIONS

- Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1½% per month. If payment is based upon Hourly Rates plus Expenses and it will be an amount equal to KLJ's Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ's personnel engaged on the Project, plus Reimbursable Expenses and KLJ's Consultant charges times a factor.

- Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.

- To the fullest extent permitted by law, Client and KLJ (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that KLJ's total liability to Client under this Agreement shall be limited to $100,000.00

- KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the KLJ, its officers, directors, employees and consultants (collectively, KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor the KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- The project schedule is dependent upon Client and or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.

- Any files or data provided by KLJ to Client for use on the project are the intellectual property of KLJ. Client agrees that nothing in this Agreement allows Client to modify or reuse KLJ's intellectual property on any other project or for any other use or purpose without written permission from KLJ. Any such use, reuse or modification of KLJ's intellectual property will be at Consultant's sole risk and without liability or legal exposure to KLJ or its officers, directors, or employees. Client shall defend, indemnify and hold KLJ, its officers, directors and employees harmless from any and all damages, liabilities, claims, demands, and causes of action of every kind and character, including costs of litigation and reasonable attorneys' fees, arising out of or resulting from any use, reuse or modification of KLJ's intellectual property.

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

- The parties to this Agreement agree to attempt to resolve any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Dispute") through direct negotiations between the appropriate representatives of each party. If, within 30 days, such negotiations are not fully successful the parties agree to submit any outstanding issue to nonbinding mediation conducted in accordance with rules and procedures agreed to by the parties. If the Dispute remains unresolved after the mediation, either party may seek to have the Dispute resolved by a court of competent jurisdiction in the county and state where the project is located. In the event that a Dispute arises, each party shall bear their own expenses including, but not limited to, mediator fees, administrator fees, travel expense, out of pocket expenses such as copying, court costs, witness fees and reasonable attorney fees.

- Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

- The parties hereto shall comply with applicable laws and regulations.

- Any notice required to be given hereunder shall be given in writing and either hand-delivered, electronically mailed or mailed with proper postage, prepaid, certified, and return receipt requested. If hand-delivered or electronically mailed any notice shall be effective upon delivery. If mailed, such notice shall be effective on the third business day following mailing. Notices shall be to the attention of the Consultant Contact and KLJ Project Manager listed above.

- The laws of the state in which the Project is located shall govern this Agreement including the interpretation, and construction thereof. The parties agree that the jurisdiction and venue for any controversy arising out of or relating to this Agreement shall be in the state or federal courts located in the county and state where the project is located.

- Affirmative Action: KLJ shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

- This Agreement and all attachments hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations or understandings, whether written or oral. No subsequent amendment or modification of this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by **KLJ Engineering LLC** under the above terms and conditions set forth.

Client	Broadwater County	Signature	
Date		Printed Name	Mike Delger
		Title	Chair – Broadwater County Commission
KLJ Engineering LLC		Signature	
Date	5/27/2021	Printed Name	Mark Anderson, PE
		Title	VP – Environment / Public Works

Attachment - Scope for Fee Estimate

TASK ORDER NUMBER FOUR
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY AND THE CITY OF TOWNSEND
for
IMPROVEMENTS TO THE TOWNSEND AIRPORT

PROJECT ADMINISTRATION

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY AND THE CITY OF TOWNSEND (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY AND THE CITY OF TOWNSEND, for Improvements to the TOWNSEND AIRPORT, dated **March 13, 2017** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services in connection with the *Project Administration – AIP-014-2021* for improvements to the Townsend Airport.

1. Rehabilitate / Reconstruct Runway 17-35, Turnaround, Taxiway, Taxilanes and Apron;
2. Install Subsurface Edge Drain System and Drainage Improvements;
3. Complete Electrical Improvements – replace install Medium Intensity Runway Lighting (MIRL), guidance signs, Precision Approach Path Indicator (PAPI), Guidance Signs, Lighted Wind Cone, and Electrical Enclosure Equipment.
4. Construct Apron Expansion; and
5. Construct Hangar Access Taxilanes.

A. PROJECT ADMINISTRATION

The Engineer shall be responsible for the following services during the *Project Administration – AIP-014-2021* phase:

1. Project Startup / Coordination / Meetings

Discuss with the Owner and identify a project scope within the airport's budget constraints. Provide technical and funding advice along with rough cost estimates to aid in decision-making.

This Task Order has budgeted for the Vice President to attend four (4) meetings Project Manager to attend four (4) meetings with the Owner. Each meeting requires travel, advance planning, preparation, handout production, and a written summary by the Engineer, in addition to the actual meeting time. Additionally, it is planned to produce and email up to six (6) monthly project summary updates for regular County Commission meetings. The Project Manager will be available via telephone conference to answer any questions that arise during the meeting. Separate meetings may be budgeted, specific to other phases, but those will be budgeted under separate Task Orders.

The Project Manager and Project Designer will conduct a "Pre-Design" meeting with the FAA. The FAA requires Pre-Design Meetings to clearly establish the project scope and determination of FAA-eligible

project items / actions. The scope of work explicitly lists the required administrative tasks, reports, forms, documentation, standards, and procedures expected for successful project completion. Each meeting requires advance meeting preparation in accordance with the FAA "Pre-Design Checklist", and follow-up meeting minutes for distribution / inclusion in the Engineering Design Report.

2. Prepare Contracts / Task Orders

The engineering contract outlining the general scope, basis of compensation, payment for services, obligations of the Engineer and Owner, as well as general and legal provisions governing contractual relations between Engineer and Owner will be prepared by the Engineer and reviewed and executed by the Owner.

The Engineer shall prepare Task Orders with specific work items of defined scope, documenting work to be completed, times for completion, and engineering budget for this project.

As required by the FAA, the Engineer will complete a Record of Negotiations, documenting that the appropriate federal policies regarding contracted engineering services have been followed.

3. Independent Fee Estimate (IFE) Coordination

The Engineer will coordinate the Independent Fee Estimate (IFE) for engineering services to be conducted by a qualified engineering firm. The Owner will select the firm. This activity is required by the FAA to ensure reasonableness of engineering fees. The cost of the IFE will be a direct administrative cost to the Owner and is not included or budgeted for as part of this Task Order.

As required by the FAA, the Engineer will complete a Record of Negotiations, documenting that the appropriate federal policies regarding contracted engineering services have been followed.

4. Prepare Environmental *Documented Categorical Exclusion* Form

Proposed environmental impacts associated with the proposed construction will be documented and submitted on the FAA ARP SOP No. 5.1 Form (effective date of June 2, 2017). For this pavement rehabilitation project, in lieu of submission of the ARP SOP No. 5.1 Form, environmental clearance may be obtained by submission of a letter. The letter will document the proposed pavement rehabilitation improvements to occur in areas previously disturbed with no new disturbance areas.

5. Prepare FAA Grant Application with Cost Estimates and AIP Project Schedule

After the preliminary project scoping has been completed, the Engineer will prepare an Application for Federal Assistance under the Airport Improvements Program for approval by the Owner and submission to the FAA.

The Engineer will summarize the Owner's intention of project scope, financial needs, and local resources on the FAA's standard grant application form. The Engineer will complete Owner contact information, estimated cost break-outs, ACIP code break-outs, narrative intentions and justification, and supporting documents on the FAA grant application form, as well as answering questions regarding the Owner's certifications, obligations, and assurances that are included in the grant package. The Engineer will produce multiple copies of the application package and route it through the Owner to the FAA. This application will include estimated / preliminary costs administrative costs.

The Engineer will prepare and submit the FAA-required AIP project schedule, detailing the estimated and actual completion dates of such things as environmental approval, submittal dates of work scope and record of negotiation, grant application, estimated grant issued, project closeout, etc.

6. Complete and Process Sponsor Certifications

The Engineer shall prepare FAA-required Sponsor Certifications for submission with the Grant Application. This phase will include preparation of Sponsor Certification for: Certification and Disclosure Regarding Potential Conflicts of Interest, Drug-Free Workplace, Selection of Consultants, Project Plans and Specifications, Equipment/Construction Contracts, Construction Project Final Acceptance, and Lobbying Certification for the Owner's approval and submission to the FAA.

7. Produce Approximately Bi-Monthly Pay Applications

The Engineer will prepare bi-monthly pay applications for the Owner's review / concurrence. The pay requests will be entered through the DOT's Delphi e-Invoicing System. Administration requests for reimbursements will be included in these pay applications.

Gaining and maintaining access to the Delphi e-Invoicing System user access is included in this task. The web-based program requires e-Authentication, which requires each user to provide a notarized user request form, coordination through the FAA HLN-ADO to be included on the sponsor list of user access, and generation of a username and password for the system. The system must be accessed by the Engineer bi-monthly at a minimum to keep passwords updated and access valid.

8. Prepare FAA Form 7460-1 *Notice of Proposed Construction or Alternation*

The Engineer will submit the Construction Safety and Phasing Plan (CSPP) completed as part of the Design Report through the OE/AAA portal for FAA review and comment, as well as completing any necessary modifications for FAA approval.

9. National NAS Strategic Interruptions Service Level Agreement

Not required as part of this contract. Construction will be completed under a future AIP grant.

10. Disadvantaged Business Enterprise Program

The Engineer will prepare a multi-year DBE program, based on estimated engineering and construction costs to include FAA (Federal) FY' 2021 through 2023, in accordance with 49 CFR (Code of Federal Regulations), Part 26. The multi-year program will be developed for review and approval by the Owner and FAA Civil Rights. The Engineer will prepare and place the appropriate advertisement requesting DBE goal comments and field the resulting inquiries. Solicitation of public comments regarding goal setting assistance will include the FAA mandated face-to-face meeting. This will occur at the offices of Robert Peccia and Associates and does not include travel to Broadwater County or the Townsend Airport.

11. Design Report

Included in the design report will be a preliminary construction cost estimate, a Construction Safety and Phasing Plan (CSPP) and associated Safety Plan. An engineering design report will be prepared in accordance with the FAA's Northwest Mountain Airports Regional Engineering Guidance 620-04 and submitted to the Helena ADO for review and approval. Compliance Document (SPCD).

The CSPP and SPCD will be prepared in accordance with FAA AC150/5370-2G *Operational Safety on Airport During Construction.* The CSPP and the formatted / outlined SPCD (to be formally submitted by the Contractor prior to construction) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents will identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They will provide all information necessary for the FAA, Owner, Engineer, and Contractor to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents will be reflected in the CSPP and SPCD.

12. FAA Grant Amendment
Not required as part of this contract. Engineering costs will be fixed.

13. Construction Management Plan
Not required as part of this contract. This work will be completed under a future AIP grant.

14. FAA Form 425 *Federal Financial Report* and FAA Form 271 *Outlay Report and Requests for Reimbursement (RFR).*
In accordance with 49 CFR 18.41 sponsors are required to submit required financial reports to summarize grant expenditures and the status of project funds. These financial reports now must be submitted outside of the Delphi e-Invoicing System. The Delphi e-Invoicing is limited to grant payments and does not currently provide the full capabilities to manage financial reporting requirements.

The Engineer will prepare annual (at federal fiscal year end) and final FAA Form 425 *Federal Financial Report*, which summarizes and monitors outlays and program income on a cash or accrual basis, and FAA Form 271 *Outlay Report and Request for Reimbursement for Construction Program*; both in accordance with Title 49 CFR Part 18.41 and 18.50. The final submission will include a *draft* submission as part of the Final Engineering Report, followed by the completed / executed version following final FAA project closeout and payment (with associated final dates of payment).

15. Airports External Portal (AEP) Data Entry / Quarterly Performance Report
Implementation and registration to AEP was to be required for all airports beginning in 2013. The AEP is designed to allow all airport sponsors to submit requested project data electronically. At a minimum, this data entry will include updating and managing individual airport's contact data and electronically reporting on physical project progress/accomplishments on percentage of completed – required quarterly at a minimum during times that Weekly Construction Reports are not being completed (four (4)) quarterly reports are anticipated to be required as part of this project).

16. Final Engineering Report / Closeout Documentation
After the project has been accepted by the Owner, a final engineering report will be prepared. This report will contain the pertinent project information required according to the FAA's Northwest Mountain Airports Regional for a 'Design Only Grant' Engineering Guidance 620-05.

Aside from the Final Report summary, there are many forms, certificates, and drawings that must be submitted and distributed. The Engineer will prepare these for the Owners approval and then submit them to the FAA for their approval.

17. Disadvantaged Business Enterprise Reporting (dbe-Connect)
The Engineer will report annual and final DBE payment reporting through the new DBE-connect on-line system, as required for by Federal Regulations 49 CFR Part 26. The annual reports are due by December 1st for the prior fiscal year. Annual reporting through the DBE-connect system requires the Engineer to obtain access as an authorized user for the Owner, and to annually update usernames and passwords, as well as maintaining access to enter data on behalf of the Sponsor. Following project completion, the final DBE reporting will be submitted.

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed during the time period from November 2020 to December 2022.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described under Article 1, Scope of Services, Part A, Project Administration, shall be paid on a lump sum basis in the amount of **($)** as shown on the attached "Schedule of Estimated Costs".

DATED this _____ day of **May 2021**.

BROADWATER COUNTY

By: _____
Michael Delger, Chair
Broadwater County Commission

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Rick Donaldson, P.E.
Vice President

CITY OF TOWNSEND

By: _____
Mike Evans, Mayor

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TASK ORDER NUMBER FIVE
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY AND THE CITY OF TOWNSEND
for
IMPROVEMENTS TO THE TOWNSEND AIRPORT

PRELIMINARY ENGINEERING

This Task Order provides for professional engineering services to be performed by Robert Peccia & Associates, Inc. (hereinafter the Engineer), for BROADWATER COUNTY AND THE CITY OF TOWNSEND, (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY AND THE CITY OF TOWNSEND, for Improvements to the TOWNSEND AIRPORT, dated **March 13, 2017** (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the base Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services to complete *preliminary engineering* for the Townsend Airport under AIP 3-30-0078-014-2021:

1. Identify the Owner's construction scope and any airport expansion goals,
2. Layout location and footprints of any requested expansion,
3. Complete geotechnical investigations as necessary for design,
4. Collect design-grade site survey and topographical mapping, and
5. Identify pavement rehabilitation options for Owner review and selection.

A. PRELIMINARY ENGINEERING

The Engineer shall be responsible for the following services during the *Preliminary Engineering* phase:

1. Define Airport Growth Goals

The Engineer will meet with the Owner / Owner's Representatives to review the airport's current condition and needs, discuss current usage patterns and explore growth options that would best suit the needs of current and future users. The Engineer and Owner will identify both local and federal budget constraints prior to identifying preliminary recommendations. The Engineer will provide a recommended course of action and assist the Board in establishing a preliminary project scope and prioritizing project component parts within the Owner's budget constraints. This will include establishing a project pavement footprint that will determine soil sampling and survey bounds.

The Project Manager (PM) will conduct one (1) site visit in conjunction with the geotechnical subconsultant's soil sampling. The on-site inspection will help the Engineer in evaluating the surface drainage, soil condition, need for subsurface pavement edge drains, and grading work required at pavement connections.

2. Geotechnical Investigations

The Engineer will enter into a written subcontract with a Geotechnical Engineering firm which has knowledge of FAA procedures in evaluating and designing airport asphalt pavements. The Engineer will work with the subconsultant to determine a testing scope that will provide sufficient design information at a reasonable cost. _____ of _____, MT has submitted a subcontract agreement to provide geotechnical information and recommendations to rehabilitate pavement at the Airport. This will include on-site collection of asphalt cores, soil samples, measurement of in-situ soil conditions, and laboratory testing to collect all subgrade data to complete a FAARFIELD pavement design. The agreed upon price of their subcontract,

$25,000 - estimated, is included in this Task Order.

The Engineer will review FAA Advisory Circulars pertaining to pavement design, surface drainage, and subsurface drainage to define the scope of geotechnical testing. The Engineer will select the boring locations and provide drafting assistance in identifying the locations of soil / pavement borings on design drawings. The Engineer will coordinate with the Owner to identify the times when NOTAMs need to be issued and the FAA construction safety precautions that need to be taken, during each phase of the geotechnical investigation. The Engineer will coordinate with the Geotechnical Engineer regarding the findings and develop recommendations for pavement reconstruction based on the bore logs, on-site and laboratory testing.

3. Surveying

The Engineer will set-up and check known benchmarks and controls prior to collecting project-specific data. The surveying is anticipated to include topographic survey in the area of the anticipated runway, taxiway, apron, hangar taxilanes rehabilitations, and apron / taxilane expansion areas, and proposed drainage routes. Higher-density survey will be completed for pavements to be rehabilitated, shoulder areas that could be altered, and potential pavement meet lines. Lighting, signing, and other navaids will be surveyed to identify relocation or modification needs of design options. Surveyors will place markings so the Geotech can quickly and accurately locate bore locations. It is anticipated that this work will be completed by a 2-person crew.

Additional data will be collected allowing clearance checks of the existing and proposed airspace, and verification of the location of residential and other non-compatible land uses in or adjacent to existing and proposed Runway Protection Zones (RPZs).

The collected survey data will require post-processing, quality control review, and conversion to a preliminary base map upon return to the office. Project specific data will be merged with publicly available data, including USGS quad maps and aerial photos.

4. Design Report

The Engineer will coordinate with the Owner to develop a "fleet-mix" of design aircraft documenting estimated existing and future use of type, weight, wheel gear configurations, and general grouping of aircrafts, for the life of the intended reconstructed airport pavements (20-years). Using this information, the Engineer will analyze the existing soil conditions, determine various pavement sections that meet FAA design criteria for AC150/5320-6F and FAARFIELD, estimate costs for each pavement option, and make a recommendation of the most economical section (over the life-cycle of the pavement) to the Owner.

Development options and phasing triggers will be proposed for Owner action. Key issues to address include: existing and ultimate airspace clearance, residential / non-compatible land uses in or adjacent to existing and ultimate RPZs, signing / marking clarity. This will not be a Master Planning effort but will provide documentation of potential options and Owner preferences for both a rehabilitation and an "ultimate" pavement footprint.

The Engineer shall consult with the Owner and airport manager to determine the "critical taxiing aircraft" (FAA Taxiway Design Group or TDG) using and anticipated to use the airport to justify inclusion or exclusion of taxiway fillets. If justified, the fillets will be designed using a Computer Aided Design (CAD) program, Autodesk vehicle tracking, utilizing cockpit over centerline steering in accordance with Section 406 *Curves and Intersections* of AC 150/5300-13A - Change 1 with the Errata sheet.

Up to four (4) pavement section alternatives will be investigated by the Engineer with benefits, drawbacks, and approximate life cycle costs highlighted for the Owner. Pavement design parameters will be coordinated with and approved by the FAA and Owner prior to investigating pavement section alternatives. Rehabilitation options may include partial mill and overlay, mill & haul, add & pulverize, and full reconstruction. A preferred pavement section(s) will be selected by the Owner, in coordination with the FAA. Following FAA

approval, the selected design and alternatives will be included in a *Design Report*. Construction Plans will be prepared as part of a future Task Order(s).

The Engineer will review FAA circulars, briefs, and regulations to determine the bounds on design options. Both proposed connection elevations and compatibility with future and ultimate developments will be identified and added to the design constraints. Several iterations of design grades will be utilized to produce a highly functional design while reducing material movement. If a mass-balanced solution is not possible, or results in excessive haul lengths, the Engineer will locate a borrow / waste site on the airport property that will be compatible with planned ultimate development.

This project's pavement reconstruction could modify the current drainage patterns. Site drainage will be reviewed relative to its current functionality and existing needs, as well as mitigating impacts of proposed pavement rehabilitation. The Engineer will collect sufficient topographical data to identify deficiencies in the existing overland flow patterns, and add any ditches, pipes, or French drains necessary. Usefulness of drainage structures, their extents and configuration will be reviewed and presented to the Owner and FAA for determination of inclusion/exclusion. Concept-level design only is included in this Task Order, Construction-level design of an edge drain system will be included in a future Task Order, if necessary.

After completion of the Geotechnical Report and Design Report, and selection of the pavement rehabilitation approach, the Engineer will develop and calculate preliminary design quantities and prepare a comprehensive Preliminary Engineer's Estimate. The Engineer's estimate will be completed to aid the Owner and FAA in determining the anticipated funding required for the proposed improvements. Various funding scenarios will be developed to identify FAA, MT Aeronautics, and Sponsor funds required to complete the project(s). The Design Report will be prepared with suggested splits into components to be offered as Base Bid and Additive Alternates, to best utilize available funds based on ultimate bid prices.

The Engineer will prepare and distribute a *Design Report* summarizing the data collected, the options considered, the likely costs, and the selected alternatives. This Report will include the complete *Geotechnical Report* and other supporting documentation. It will document the pavement section, edge drain (lack of) need, pavement grades, surface drainage, project quantities and estimated costs. The Report will record the Owner's priorities for the proposed project components and set the groundwork for producing a bid package of airport improvements.

The Engineer will provide a draft *Design Report* to the Owner for review and approval. Once approved, the Engineer will produce and distribute electronic and/or paper copies of the final *Design Report* for distribution to the Owner and the FAA.

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Task Order Number Five are to be completed during the time period from September 2021 through December 2022.

ARTICLE 3. COMPENSATION

A. BUDGET

The Engineering fees for services described under Article 1, Scope of Services, Part A, Preliminary Engineering, shall be the lump sum amount of **($)** as shown on the attached schedule of estimated costs.

B. PAYMENT SCHEDULE

Payments for Preliminary Engineering services shall be made by the Owner to the Engineer, beginning after execution of the FAA grant, billing monthly, and due upon receipt of invoices.

Interest charges will be assessed for late payment by the Owner. The Engineer relies on payments by the Owner when due to meet the Engineer's payroll and other costs of doing business. In the event that the Owner fails to make payment for services within five days after receipt of FAA reimbursement, the Owner hereby agrees to pay interest charges at the maximum rate of interest allowed by law on the unpaid balance or fraction thereof, when payment to the Engineer is delayed.

DATED this _____day of **May 2021**.

BROADWATER COUNTY

By: _____
Michael Delger, Chair
Broadwater County Commission

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Rick Donaldson, P.E.
Vice President

CITY OF TOWNSEND

By: _____
Mike Evans, Mayor

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TASK ORDER NUMBER SIX
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY AND THE CITY OF TOWNSEND
for
IMPROVEMENTS TO THE TOWNSEND AIRPORT

DESIGN ENGINEERING – PHASE I

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for BROADWATER COUNTY AND THE CITY OF TOWNSEND, (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY AND THE CITY OF TOWNSEND, for Improvements to the TOWNSEND AIRPORT, dated **March 13, 2017** (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the base Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services for *Design Engineering – Phase I* improvements to the Townsend Airport under AIP 3-30-0078-014-2021.

1. Design Engineering and 75% Drawings

The design shall include rehabilitation of airport pavements. Miscellaneous other improvements will include runway lighting, apron tiedowns, ducts, and drainage. Due to funding limitations the project will be split into a base bid and up to two additive alternates. The additive alternates' cause additional complexity in the design and plan set development, requiring separate / additional sheets.

Pavement sections alternatives and recommendations as well as FAARFIELD design analysis were completed under *Task Order #5 – Preliminary Engineering*.

The Engineer will prepare preliminary drawings in accordance with established practices. These drawings are intended to show information to the Owner and FAA to be reviewed before the project is sent out to bid. The Engineer will complete these preliminary drawings to **seventy-five percent completion**.

The final drawings are intended to show information to the Contractor, so reasonable, competitive bids can be obtained. The drawings will be produced to represent accurately and clearly the proposed improvements and to assist the Contractor in constructing the required improvements. The Final Drawings will be completed by the Engineer under the Phase II construction grant.

Improvements are anticipated to include the following drawing sheets (11" x 17" only):

Cover with graphics	
G-1:	Project Layout Plan & Survey Control Coordinate Table
G-2:	Construction Safety Phasing Closures & Details
G-3:	Demolition
G-4:	Earthwork
G-5 to G-6:	Typical Pavement Sections and Details
G-7 to G-8:	Civil Details (Tiedowns, Duct, Culvert and Drainage)
C-1:	Coordinate Tables
C-2 to C-6:	Runway Plan and Profiles
C-7:	Taxiway & Turnaround Layout & Elevations
C-8:	Apron Elevations
C-9 to C-10:	Pavement Marking Plan

E-1 to E-2: Lighting / signing / reflectors – demolition / layout / details

2. Preliminary Review of FAA AC Revisions

The Engineer shall conduct a preliminary review of the FAA Advisory Circular revisions, including AC 150/5370-10. RPA will identify key design issues or potential problems and work with the FAA to resolve difficulties. The Engineer will produce a 75% complete draft of the Contract Documents, Technical Specifications and Plans (details above) for the Owner and FAA to review. The Engineer will provide these documents in paper copies to the Owner and electronically to the FAA.

3. Preliminary Contract Documents and Draft Production

The Engineer will prepare a draft copy of the Construction Contract Documents in accordance with established practices and the latest FAA Notices and Changes based on the required contract provisions. These preliminary Contract Documents will include the Advertisement for Bids, Information for Bidders, Bidders Checklist, Construction Safety and Phasing Plan (CSPP), Proposal, Bid Bond, General Provisions, preliminary Special Provisions, a Wage Rate placeholder, Construction Contract, Performance and Payment Bonds, and Closeout Documents. The Contract Documents will endeavor to provide protection to the Owner's interest while attempting to achieve an economical and serviceable product. The preliminary Contract Documents will allow the Owner and FAA to review the proposed type and approach to the work and provide input prior to finalizing the bid package.

4. Preliminary Technical Specifications and Draft Production

The Engineer will prepare a draft copy of the technical specifications in accordance with established practices and the current FAA Notices and Changes. Technical Specifications are intended to provide detailed information to the Contractor so reasonable, competitive bids can be obtained. The documents will endeavor to provide clear instructions on what materials and construction practices are acceptable / required while attempting to protect the owner's interests and provide an acceptable product. Preliminary Technical Specifications will be made available for Owner and FAA review to identify and resolve any issues of concern.

5. Plan Set Development and Draft Production

The Engineer will develop a 75% complete draft of the plan set with the intent of identifying key design issues, stimulating discussion on potential approaches, and achieving resolution in the best interests of the Owner and acceptable to the FAA.

6. Quantities and Draft Engineer's Estimates

The Engineer will complete design quantity determinations and a draft Engineer's Estimate for the Owner and FAA to compare with available financing. The Engineer will foster discussion between the Owner and FAA regarding available funding, coordinate Non-Primary Entitlement (NPE) transfers, and provide options for bidding with additive/deductive alternates.

7. QA/QC Review Meeting

In accordance with the Engineer's Quality Assurance / Quality Control (QA/QC) program all Construction Plans, Contract Documents, Specifications, Quantities, and Cost Estimates will be reviewed by two of the following four: a Project Manager, Operations Manager, Assistant Group Manager, and/or Group Manager (Senior Consultant). A "design team" review meeting will be held to aid in design clarifications and necessary revisions and edits. The QA/QC program strives to eliminate errors and omissions by developing products under a systematic control process.

8. Preliminary Plan Review

The Project Manager will review the 75% plans with the Owner, at the airport or the commissioner's office. The FAA will be invited to attend the meeting, either in person, or by teleconference. The Engineer will review the project goals, existing site conditions, the design approach and key decisions and solicit

additional input from the Owner, to best meet the Owner's needs while complying with funding regulations. Results from this meeting will direct final design to be completed under a subsequent Task Order, paid for by the Phase II Construction grant.

ARTICLE 2. SCHEDULE
It is anticipated that those services listed above under Task Order Number Six are to be completed during the time period from July 2022 to December 2022.

ARTICLE 3. COMPENSATION

A. BUDGET
The Engineering fees for services described under Article 1, Scope of Services, Design Engineering – Phase I, shall be the lump sum amount of **($)** as shown on the attached schedule of estimated costs.

B. PAYMENT SCHEDULE
Payment for Design Engineering shall be made by the Owner to the Engineer, due upon receipt of invoice and after issuance of the preliminary Contract Documents, Specifications, and Construction Plans.

Interest charges will be assessed for late payment by the Owner. The Engineer relies on payments by the Owner when due to meet the Engineer's payroll and other costs of doing business. In the event that the Owner fails to make payment for services within five days after receipt of FAA reimbursement, the Owner hereby agrees to pay interest charges at the maximum rate of interest allowed by law on the unpaid balance or fraction thereof, when payment to the Engineer is delayed.

DATED this_____day of **May 2021**.

BROADWATER COUNTY

By: _____
Michael Delger, Chair
Broadwater County Commission

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Rick Donaldson, P.E.
Vice President

CITY OF TOWNSEND

By: _____
Mike Evans, Mayor

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TASK ORDER NUMBER SEVEN
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
BROADWATER COUNTY AND THE CITY OF TOWNSEND
for
IMPROVEMENTS TO THE TOWNSEND AIRPORT

DESIGN ENGINEERING – APRON AND TAXILANE EXPANSION – PHASE I

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for BROADWATER COUNTY AND THE CITY OF TOWNSEND, (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to BROADWATER COUNTY AND THE CITY OF TOWNSEND, for Improvements to the TOWNSEND AIRPORT, dated **March 13, 2017** (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the base Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services for *Design Engineering – Apron and Taxilane Expansion* improvements to the Townsend Airport under AIP 3-30-0078-014-2021.

1. Design Engineering and 75% Drawings

The design shall include a proposed expansion to the apron and a new hangar access taxilane. Miscellaneous other improvements will include striping adjustments, tie-downs, and drainage improvements.

Pavement sections alternatives and recommendations as well as FAARFIELD design analysis were completed under *Task Order #5 – Preliminary Engineering*.

The Engineer will prepare preliminary drawings in accordance with established practices. These drawings are intended to show information to the Owner and FAA to be reviewed before the project is sent out to bid. The Engineer will complete these preliminary drawings to **seventy-five percent completion**.

The final drawings are intended to show information to the Contractor, so reasonable, competitive bids can be obtained. The drawings will be produced to represent accurately and clearly the proposed improvements and to assist the Contractor in constructing the required improvements. The Final Drawings will be completed by the Engineer under the Phase II construction grant.

Improvements are anticipated to include the approximately six drawing sheets (11" x 17" only) and/or adjustments to drawing sheets from Task Order #6:

- Demolition
- Earthwork
- Plan and Profiles
- Apron Elevations
- Pavement Marking Plan
- Lighting / signing / reflectors

2. Preliminary Review of FAA AC Revisions

Included in Task Order #6.

3. Preliminary Contract Documents and Draft Production

Primarily included in Included in Task Order #6.

4. Preliminary Technical Specifications and Draft Production
Included in Task Order #6.

5. Plan Set Development and Draft Production
The Engineer will develop a 75% complete draft of the plan set with the intent of identifying key design issues, stimulating discussion on potential approaches, and achieving resolution in the best interests of the Owner and acceptable to the FAA.

6. Quantities and Draft Engineer's Estimates
The Engineer will complete design quantity determinations and a draft Engineer's Estimate for the Owner and FAA to compare with available financing. The Engineer will foster discussion between the Owner and FAA regarding available funding, coordinate Non-Primary Entitlement (NPE) transfers, and provide options for bidding with additive/deductive alternates.

7. QA/QC Review Meeting
In accordance with the Engineer's Quality Assurance / Quality Control (QA/QC) program all Construction Plans, Contract Documents, Specifications, Quantities, and Cost Estimates will be reviewed by two of the following four: a Project Manager, Operations Manager, Assistant Group Manager, and/or Group Manager (Senior Consultant). A "design team" review meeting will be held to aid in design clarifications and necessary revisions and edits. The QA/QC program strives to eliminate errors and omissions by developing products under a systematic control process.

8. Preliminary Plan Review
Included in Task Order #6.

ARTICLE 2. SCHEDULE
It is anticipated that those services listed above under Task Order Number Seven are to be completed during the time period from June 2021 to February 2022.

ARTICLE 3. COMPENSATION

A. BUDGET
The Engineering fees for services described under Article 1, Scope of Services, Design Engineering – Apron and Taxilane Expansion – Phase I, shall be the lump sum amount of _____ **($)** as shown on the attached schedule of estimated costs.

B. PAYMENT SCHEDULE
Payment for Design Engineering shall be made by the Owner to the Engineer, due upon receipt of invoice and after issuance of the preliminary Contract Documents, Specifications, and Construction Plans.

Interest charges will be assessed for late payment by the Owner. The Engineer relies on payments by the Owner when due to meet the Engineer's payroll and other costs of doing business. In the event that the Owner fails to make payment for services within five days after receipt of FAA reimbursement, the Owner hereby agrees to pay interest charges at the maximum rate of interest allowed by law on the unpaid balance or fraction thereof, when payment to the Engineer is delayed.

DATED this_____ day of **May, 2021**.

BROADWATER COUNTY

By: _____
Michael Delger, Chair
Broadwater County Commission

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Rick Donaldson, P.E.
Vice President

CITY OF TOWNSEND

By: _____
Mike Evans, Mayor

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