



The City of Lee's Summit

Final Agenda

Public Works Committee

Monday, October 7, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order
- D. Roll Call
1. Approval of Agenda
2. Approval of Action Letter
 - A. [2019-3060](#) Approval of the August 27, 2019 Action Letter.
3. Public Comments
4. Business
 - A. [TMP-1376](#) An Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Presenter: Michael Anderson, Construction Manager
 - B. [TMP-1360](#) An Ordinance authorizing the City Manager to execute an agreement for transferring a snow plow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Presenter: Shawn Graff
 - C. [TMP-1365](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport. (BOAC 9/30/19)

Presenter: Bob Hartnett - Deputy Director of Public Works/Administration

- D. [TMP-1366](#) An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (BOAC 9/30/19)

Presenter: Bob Hartnett - Deputy Director of Public Works/Administration

- E. [TMP-1367](#) An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1. (BOAC 9/30/19)

Presenter: Bob Hartnett, Deputy Director of Public Works

- F. [TMP-1368](#) An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update. (BOAC 9/30/19)

Presenter: Bob Hartnett, Deputy Director of Public Works

- G. [TMP-1383](#) An Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Presenter: George Binger, Deputy Director of Public Works / City Engineer

- H. [TMP-1384](#) An Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Presenter: Vince Schmoeger, Project Manager

5. Roundtable

6. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2019-3060, **Version:** 1

Approval of the August 27, 2019 Action Letter.

Issue/Report:

Approval of the August 27, 2019 Action Letter.

Key Issues:

Proposed Committee Motion:

I move for approval of the Action Letter dated August 27, 2019.

The City of Lee's Summit
Action Letter - Final
Public Works Committee

Tuesday, August 27, 2019

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

- A. Invocation
- B. Pledge of Allegiance
- C. Call to Order

The August 27, 2019 Public Works Committee meeting was called to order by Chairman Faith, at 5:35 p.m. at city Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

D. Roll Call

Present: 4 - Chairperson Craig Faith
Vice Chair Rob Binney
Councilmember Fred DeMoro
Councilmember Phyllis Edson

1. Approval of Agenda

A motion was made by Councilmember Edson, seconded by Vice Chair Binney, to approve the agenda as posted. The motion carried by a unanimous 4-0 vote.

2. Approval of Action Letter

- A. [2019-2978](#) Approval of the July 30, 2019 Action Letter.

A motion was made by Vice Chair Binney, seconded by Councilmember Edson, to approve the Public Works Committee Action Letter dated July 30, 2019. The motion carried by a unanimous 4-0 vote.

3. Public Comments

None

4. **Business**

- A. [BILL NO. 19-198](#) An Ordinance awarding Bid No. 1553161, for the Water Utilities SCADA Improvements Phase 2, to Integrated Controls, Inc., in the amount of \$653,182.00 and authorizing the City Manager to execute an agreement for the same. (PWC 8/27/19)

A motion was made by Vice Chair Binney, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- B. [BILL NO. 19-199](#) An Ordinance awarding a Sole Source Contract for Vapex Radical Odor Control Technology, to Haynes Equipment Co., Inc., in the amount of \$118,000.00 and authorizing the City Manager to execute an agreement for the same. (PWC 8/27/19)

A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- C. [BILL NO. 19-200](#) An Ordinance approving the award of Bid No. 324-19/20 (crack seal) for the Crack Seal 19/20 Program to Vance Brothers, Inc. in the amount of \$199,650.00, and authorizes the City Manager to execute an agreement for the same. (PWC 8/27/19)

A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- D. [BILL NO. 19-201](#) An Ordinance approving Change Order No. 1 to the contract with Beemer Construction Company, Inc. for the Winterset Woods & Sterling Hills Trunk Sewer Main project, an increase of 81 calendar days to reach Substantial and Final Completion for a revised Substantial Completion Date of September 28, 2019, and authorizing the City Manager to execute the same by and on behalf of the City. (PWC 8/27/19)

A motion was made by Councilmember Edson, seconded by Vice Chair Binney, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- E. [BILL NO. 19-202](#) An Ordinance approving Change Order No. 1 to the contract with J.M. Fahey Construction Company for the Hook Road Shoulder project, an increase of \$300,495.00 for a revised contract price of \$1,699,729.50. (PWC 8/27/19)

A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- F. [BILL NO. 19-204](#) An Ordinance authorizing the execution of Modification No. 1 to the agreement dated March 26, 2019 (RFQ No. 568-32372) for professional engineering services for the Browning Street Extension - Browning Street to Hamblen Rd with Bartlett & West, Inc., for an increase of \$18,686.00 with an amended not to exceed amount of \$231,721.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 8/27/19)

A motion was made by Councilmember Edson, seconded by Councilmember DeMoro, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- G. [BILL NO. 19-203](#) An Ordinance authorizing the Mayor to execute the Reimbursable Agreement Sponsor Cost and Transfer Certification Form and turn the physical facilities back over to the Federal Aviation Administration. (PWC 8/27/19)

A motion was made by Councilmember DeMoro, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

5. Roundtable

Councilmember Edson asked Ms. Dena Mezger, Director of Public Works, about an Impervious Surface Stormwater Survey. Ms. Mezger said it was not funded for this year's budget. The study is needed in order to establish the rate structure for a stormwater utility. It is about \$350K and it was weighed against other demands on the budget and was not approved.

Councilmember Binney asked if there was any update on the possibility of stormwater utility. Ms. Mezger said until we can get the work done to establish what those rates would look like then it is not likely. That is an essential part and it is not advised to ask voters to approve the utility without a solid understanding why they're being asked to approve a rate structure and what the rules are going to be.

Councilmember Binney asked Jeff Thorn, Assistant Director of Engineering Services-Lee's Summit Water, for an update about last month's public comments on Pebble Brook Farms. The City serves water out in that area. The City merged with Water District 14, took over their areas, and as a rural water district the lines were not sized for fire protection. They are 3-4 inches and will not meet the base fire flow for a residential house. A fire hydrant was installed at the entrance to their subdivision and the residents wanted one down their street. They found a post hydrant that could draw as much water as the system would provide without crashing the system. Several residents met with Mr. Thorn along with Mr. Mark Schaufler, Director of Water Utilities, and agreed that if the residents put a hydrant at the midpoint then Water Utilities would put one at the end of the line. Councilmember Binney thanked Mr. Thorn for addressing the residents' concerns.

Councilmember Binney asked about analysis of future infrastructure needs and the PRI land. Dena Mezger mentioned they met with PRI engineers and had general discussions of what the expectations might be for the different areas. For example, major roadways and upgrades to Todd George, Scherer and Pryor Road to the south. They spoke about stormwater and anticipated infrastructure and the opportunity to do regional detention as areas are developed, with the City and developer working together. They exchanged ideas of expectations and concepts that the City would look at in terms of infrastructure needs.

Councilmember Binney asked about updates to the Airport Business Plan and

Master Plan. Bob Hartnett, Deputy Director of Public Works, mentioned how the CIP plan included a project to redo both plans. The current Business Plan is 20 years old and the Master Plan is about 10 years old. They have requested several times through the FAA grant process to redo the plans. About six weeks ago, a tentative allocation letter was received from the MoDOT Aviation Division informing the City that it was their intent to fund that somewhere in the near future. A scope and fee have been prepared and large projects like the Independent Fee Analysis require an independent consultant. That consultant said it was a good project, it was submitted to MoDOT, and was accepted. Now we are just waiting for the grant offer at this point.

Chairman Faith mentioned stormwater and issues with sinkholes. Ms. Mezger said currently there are eleven different locations with sink holes or repairs that have to be done. Major work is underway and our on-call contractor is handling them and will be brought forward to Council. Christal Weber, Assistant City Manager-Operations, wanted to clarify that the budget allocated for CIP is for proactive not reactive repairs. It is used to prevent situations like this from happening. Repairs will be done using our purchasing power and policy and allocated funds within the Department, but staff will have to come back and ask for a budget amendment to cover those in the future.

Christal Weber shared with the Committee information on a visioning of the downtown area that Downtown Lees Summit Main Street has partnered on with Drury University and its school of Architecture. This project will look at alleyways, pedestrian corridors, etc. for that next step of connectivity and improvement to the downtown area. City staff will be involved as an Advisory Board to advise the students on City requirements. There will be some community meetings that the Council will be invited to share input. The outcome is that the recommendations will be presented with future projects coming to the City Council for consideration.

6. Adjournment

The August 27, 2019 Public Works Committee meeting was adjourned by Chairman Faith at 6:35 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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Packet Information

File #: TMP-1376, **Version:** 1

An Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Issue/Request:

An Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Key Issues:

- An existing sanitary sewer service lateral was found to be in direct conflict with the box culvert installation.
- In order to route the sanitary sewer service around the new structure, 170 feet of four inch sewer line and one sewer manhole must be installed.
- An additional 5 calendar days will be added to the contract to complete this work.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Background:

The scope of this project included the construction of a concrete flowline inside of two existing 128" x 83" corrugated metal pipes. In areas where the pipe flowline was significantly corroded, additional work was included to remove the deteriorated sections of pipe to stabilize the material under the pipe. While working on the north end of the project, a large section of pipe was found to be partially collapsed. As a result, 85 feet of twin 128" x 83" pipe needs be removed and replaced. This additional work was included in Change Order #1. While excavating for the new structure, a sanitary sewer lateral was discovered laying directly on top of the original culvert pipes. As a result, 170 feet of four inch sewer lateral and one manhole will be required to route the sewer lateral around the new structure.

An additional five days will be added to the contract to account for this additional work.

Impact/Analysis:

[Enter text here]

Timeline:

File #: TMP-1376, **Version:** 1

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Construction Manager

Recommendation: Staff recommends approval an Ordinance approving Change Order #2 to the contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, for an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 19-xxx

AN ORDINANCE APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH LEAVENWORTH EXCAVATING AND EQUIPMENT COMPANY, INC. FOR THE LANGSFORD RD CULVERT REPAIR PROJECT, FOR AN INCREASE OF \$20,000.00 FOR A REVISED CONTRACT PRICE OF \$683,017.05 AND AN INCREASE OF 5 CALENDAR DAYS TO REACH SUBSTANTIAL AND FINAL COMPLETION.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, being undertaken by the City's Public Works Department; and,

WHEREAS, an existing sanitary sewer service lateral was found to be in direct conflict with the box culvert installation; and,

WHEREAS, in order to route the sanitary sewer service around the new structure, 170 feet of four inch sewer line and one sewer manhole must be installed; and,

WHEREAS, an additional 5 calendar days will be added to the contract to complete this work.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Change Order No. 2 to the contract between the City of Lee's Summit, Missouri and Leavenworth Excavating and Equipment Company, Inc. for the Langsford Rd culvert repair project, an increase of \$20,000.00 for a revised contract price of \$683,017.05 and an increase of 5 calendar days to reach substantial and final completion, a true and accurate copy attached hereto as Change Order No. 2 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-xxx

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes



Lee's Summit
Change Order Details
Langsford Culvert 420322-C

Description	<p>Cleaning and removal of the existing damaged portion of two (2) corrugated metal pipe arch culverts and construction of a 4" thick reinforced concrete swale with curbs along the bottom of the pipes. Construction of head and toe walls on the upstream portion of the pipes and a toe wall on the downstream portion of the pipe are also included. Minor grading operations, erosion control measures, demolition, and riprap placement are also included in the project requirements.</p> <p>PO # 122058 Vendor # 2728</p> <p>NOTE: Appia Notice to Proceed date represents the contract notice of award. Appia Construction Start Date represents the project Notice to Proceed as defined in the contract.</p>
Prime Contractor	<p>LEXECO 5037 South 4th Leavenworth, KS 66048</p>
Change Order	<p>2</p>
Status	<p>Pending</p>
Date Created	<p>09/12/2019</p>
Summary	<p>Change Order 2</p>
Change Order Description	<p>In order to install the new culvert box to repair the sink hole due to the collapse in our storm pipe the sewer stub needs to be relocated. The sewer sub is laying directly on top of the storm pipe, . There is 170' LF of 4" sanitary sewer, and one 4' diameter manhole. All equipment and materials necessary to install these items items in accordance with the contract requirements. This work is necessary to resolve a conflict between the new box culvert and the existing sanitary sewer lateral.</p>
Awarded Project Amount	<p>\$269,372.05</p>

Authorized Project Amount \$663,017.05
Change Order Amount \$20,000.00
Revised Project Amount \$683,017.05

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Langsford Culvert					
0460	32-C	LS	1.000	\$20,000.000	\$20,000.00
Sanitary Sewer Relocation					
Reason: Due to a conflict with the sanitary sewer and the new storm culvert box it had to be relocated in order to accommodate the storm culvert.					
1 item					Total: \$20,000.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	59.0 Days	59.0 Days	5.0 Days	64.0 Days
Final Completion				
Reason: Additional Sanitary Sewer Relocation				
Calendar Days	45.0 Days	45.0 Days	5.0 Days	50.0 Days
Substantial Completion				
Reason: Additional Sanitary Sewer Relocation				

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
2 time limits				

Packet Information

File #: TMP-1360, **Version:** 4

An Ordinance authorizing the City Manager to execute an agreement for transferring a snow plow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Issue/Request:

An Ordinance authorizing the City Manager to execute an agreement for transferring a snowplow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Key Issues:

Transfer title of a 2011 F-450 flat dump bed pickup with sander and 8.5-foot plow. The City will provide a vehicle no more often than every five (5) years.

The City of Lee's Summit will allow LPOA employees and agents access to the City's salt storage facilities.

LPOA may also request the City to deliver Salt to the LPOA.

LPOA must do all things necessary to transfer ownership of said Vehicle to the LPOA including paying any sales or other taxes owed as a result of such transfer except for the reimbursement amount from the City.

LPOA will provide snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA)

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing the City Manager to execute an agreement for transferring a snowplow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Background:

The City of Lee's Summit and Lakewood Property Owners Association have had a cooperative agreement for snow removal services that dates back several decades. Lakewood Property Owners Association provides snow removal on 33 lane miles of residential streets within the subdivision using their equipment and staff. The City provides a truck to the LPOA equipped with a plow and spreader that has been selected for replacement on or near every five years. The City also supplies LPOA rock salt for use during snow removal.

This includes the transfer title of a 2011 F-450 flat dump bed pickup with sander and 8.5-foot plow. The City will provide a vehicle no more often than every five (5) years. The City of Lee's Summit will allow LPOA employees and agents access to the City's salt storage facilities during regular business hours for the purpose of obtaining salt for the use in providing snow and ice removal services to the Property. LPOA may also request the City to deliver Salt to the LPOA salt storage facility upon the condition that at least 72 hours prior notice has been given.

Lakewood agrees to acknowledge receipt of the Vehicle in writing within 10 days of receipt of the Vehicle, and execute any document needed in order to effectuate the transfer of the vehicle to the LPOA and do all things necessary to transfer ownership of said Vehicle to the LPOA including paying any sales or other taxes owed as a result of such transfer except for the reimbursement amount from the City set out in the agreement. LPOA also agrees to provide snow and ice removal services to the Property on those streets set out on Exhibit A unless specifically denominated the City's responsibility on Exhibit A.

LPOA agrees to plow and treat all streets and surfaces within 36 hours of the end of snowfall.

Impact/Analysis:

The agreement between the City of Lee's Summit and LPOA benefits both parties by reducing the number of lane miles the City plows and allows the LPOA to provide a higher level of service to their residents.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Shawn Graff

Recommendation: Staff recommends approval of an Ordinance authorizing the City Manager to execute an agreement for transferring a snowplow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR TRANSFERRING A SNOW PLOW AND PROVIDING SNOW REMOVAL ON RESIDENTIAL STREETS WITHIN THE BOUNDARIES OF AREAS CONTROLLED BY LAKEWOOD PROPERTY OWNERS ASSOCIATION (LPOA) BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND LAKEWOOD PROPERTY OWNERS ASSOCIATION.

WHEREAS, the City is the owner of certain salt and sand (hereinafter collectively referred to as "Salt") held at storage facilities located within the corporate boundaries of the City, as well as certain vehicles and equipment used in the treatment of streets and right of ways which are affected by the accumulation of ice and snow; and

WHEREAS, the LPOA is a non-profit corporation, organized and operating under the laws of the State of Missouri, and services the Lakewood Subdivision, which is a residential subdivision located within the corporate boundaries of the City; and

WHEREAS, the LPOA wants to continue to provide snow and ice removal services to City owned streets and right of ways which are located within the boundaries of the LPOA; and

WHEREAS, the City and the LPOA have entered into prior agreements providing for snow and ice removal services under similar terms and conditions for a number of years which have been mutually beneficial.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of an agreement for transferring a snow plow and providing snow removal on residential streets within the boundaries of areas controlled by Lakewood Property Owners Association (LPOA) between the City of Lee's Summit, Missouri and Lakewood Property Owners Association, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri
APPROVED AS TO FORM:

Nancy Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

**AGREEMENT BY AND BETWEEN
THE CITY OF LEE'S SUMMIT, MISSOURI
AND
THE LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.**

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and the Lakewood Property Owners Association, Inc. (hereinafter "LPOA").

WITNESSETH:

WHEREAS, the City is the owner of certain salt and sand (hereinafter collectively referred to as "Salt") held at storage facilities located within the corporate boundaries of the City, as well as certain vehicles and equipment used in the treatment of streets and right of ways which are affected by the accumulation of ice and snow; and

WHEREAS, the LPOA is a non-profit corporation, organized and operating under the laws of the State of Missouri, and services the Lakewood Subdivision, which is a residential subdivision located within the corporate boundaries of the City; and

WHEREAS, the LPOA wants to continue to provide snow and ice removal services to City owned streets and right of ways which are located within the boundaries of the LPOA; and

WHEREAS, the City and the LPOA have entered into prior agreements providing for snow and ice removal services under similar terms and conditions for a number of years which have been mutually beneficial.

NOW THEREFORE, in light of the mutual covenants and the good and valuable consideration recited herein, the parties hereto agree as follows:

1. Definition: The term "Property", as used in this Agreement, refers to any and all City owned streets and right of ways which are currently located within or may in the future be located within the corporate boundaries of the LPOA, for which the LPOA will be responsible for snow and ice removal pursuant to paragraph 2.b. below and more particularly set out on Exhibit A; provided, however that the Property does not include the City owned streets listed in Exhibit A, which is attached hereto and incorporated herein by reference, for which the City will responsible for snow and ice removal.
2. Obligation of the Parties:
 - a. The City agrees to:
 - i. Transfer title to a 2011 F-450 4x4 flat dump bed with sander and 8.5 foot plow, VIN 1FDUF4HT4BEB41905. The City will provide a vehicle no more often than every five (5) years as vehicles become available for the City to provide from its inventory of appropriate vehicles. The vehicle is intended to be provided without cost to the LPOA and the City will reimburse any sales tax liability arising from such transfer up to \$1,000.00 for each vehicle transferred under this agreement.
 - ii. Allow LPOA employees and agents access to the City's Salt storage facilities during regular business hours for the purpose of obtaining Salt for use in providing snow and ice removal services to the Property. City employees will load the Salt into the Vehicle when Salt is obtained in this manner. LPOA may

also request the City to deliver Salt to the LPOA salt storage facility upon the condition that at least 72 hours prior notice has been given. The LPOA certifies that its salt storage facility is in compliance with all applicable provisions of local, state, and federal law. Further, all provisions of this section are subject to the provisions of Section 8 of this Agreement.

b. The LPOA agrees to:

- i. Acknowledge receipt of the Vehicle in writing within 10 days of receipt of the Vehicle, and execute any document needed in order to effectuate the transfer of the Vehicle to the LPOA and do all things necessary to transfer ownership of said Vehicle to the LPOA including paying any sales or other taxes owed as a result of such transfer except for the reimbursement amount from the City set out in paragraph 2.b supra.
- ii. Provide snow and ice removal services to the Property on those streets set out on Exhibit A unless specifically denominated the City's responsibility on Exhibit A. LPOA agrees to plow and treat all streets and surfaces within 36 hours of the end of snowfall. LPOA recognizes that its failure to perform its obligations as aforesaid will result in the City having to respond in order to service the Property. In the event that the LPOA fails to respond in accordance with the timeframe set forth above, and the City responds by plowing and treating any portion of the Property, the LPOA agrees to reimburse the City for the time and expense of so responding.
- iii. Obtain Salt from the City, as needed, in the manner prescribed in Section 2.a(ii) above.

3. No Representations, Warranties or Guaranties: The City provides the Vehicle and Salt "as is" and "where is", and there are no presentations, warranties or guaranties, implied or otherwise, concerning the quality of condition of the Vehicle or Salt, or the fitness or suitability of the Vehicle, Salt for any particular use.
4. Assumption of Risk: The LPOA assumes all risk relating in any way to this Agreement, including, without limitation, all assumption of risk or loss pertaining to the performance of its duties under this Agreement.
5. Term: The term of this Agreement is for 4 (four) years from the date of this Agreement. The Agreement will automatically renew for a successive 1 (one) year term unless terminated by either party in writing by giving 30 (thirty) days' notice prior to the expiration of the current term. It is intended that this agreement shall supersede any and all prior agreements between the parties with respect to snow and ice removal on the streets listed and transfer of any vehicles or use of City salt and therefore any such previous agreement(s) shall terminate upon execution of this agreement by both parties except for any responsibility for indemnification of the City and any insurance coverage to which the City is entitled shall specifically survive such termination of a previous agreement.
6. Termination for Non-Performance: The City may terminate for non-performance at any time in the event the LPOA fails to perform in the manner specified in Section 2(b) above. The thirty (30) day advance notice requirement set forth in the immediately preceding section shall not apply to termination for non-performance.
7. Indemnification: The LPOA shall indemnify, release, defend, become responsible for and forever hold harmless the City and its respective officers, agents, employees, elected

officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of alleged or actual bodily injury or death received or sustained, or other alleged or actual loss or damage received or sustained, by any person, persons, entity or property, arising out of or resulting from any act, error, omission, or intentional act of the LPOA or its agents, employees or representatives, in any way connected with the loading, use, transportation and storage of the Vehicle, the services provided by the LPOA under this Agreement or any other matter pertaining to this Agreement.

8. Amendments to this Agreement: Any amendment to this Agreement shall be in writing and executed by the parties hereto.
9. Effect of Shortage: The LPOA's ability to obtain Salt under this Agreement is contingent upon the presence of sufficient amounts of Salt to meet the needs of the City. In the event that the City determines that the provision of Salt to the LPOA would adversely deplete the City's Salt reserves, then the LPOA may obtain Salt in a proportionately decreasing manner that is consistent with the average amount of Salt used by the LPOA. The City shall determine the amounts to be provided to the LPOA under this provision. The LPOA's obligations under this Agreement are not affected by any shortage of Salt or the decreased ability to obtain Salt from the City.
10. Invalidation by Court Action. Invalidation of any part of this Agreement by judgment or other court action shall in no way affect and other provisions, which shall remain in full force and effect.
11. Approval. This Agreement shall become effective upon approval by the governing bodies of the parties.
12. Insurance. LPOA shall procure and maintain during the term of this Agreement, commercial general liability insurance with limits not less than \$2,000,000 and naming the City as an additional insured, business automobile liability insurance with limits not less than \$2,000,000 each occurrence bodily injury and property damage, combined single limits, extended to include all owned, non-owned and hired vehicles that perform services for this Agreement. In addition, LPOA shall maintain a statutory workers' compensation program applicable in the State of Missouri. LPOA shall furnish to City certificates of insurance on an annual basis during the term of this Agreement. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation of any changes of insurers to City.
13. Entire Agreement; No third Party Beneficiaries. This Agreement is the entire agreement between the Parties concerning its subject matter, and supersedes all prior agreements and understandings, whether or not written. This Agreement is not intended to confer upon any person, other than the Parties, any rights or remedies hereunder.
14. Employment Status. Nothing in this Agreement shall be construed to create an employment relationship between the employees of LPOA and City.
15. Notice. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

CITY: City of Lee's Summit, Director of Public Works
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

LPOA: Lakewood Property Owners Association
651 NE Saint Andrews Circle
Lee's Summit, Missouri 64064

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

CITY OF LEE'S SUMMIT

William A. Baird, Mayor

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Counsel, Infrastructure and Planning

The Lakewood Property Owners Association

BY: _____
TITLE: _____

EXHIBIT A

Streets Where City Will Perform Snow and Ice Removal

QUAD	STREET	SUFFIX	SUBDIVISION
NE	BEECHWOOD	DR	LAKE LEES SUMMIT
NE	DICK HOWSER	DR	EAST LAKE VILLAGE
NW	LAKE	DR	LAKE LEES SUMMIT
NE	LAKESWOOD	BLVD	LAKE LEES SUMMIT
NW	LAKESWOOD	BLVD	LAKE LEES SUMMIT
NE	NORTHGATE	XING	LAKESWOOD OAKS
NE	LAKE POINTE	DR	LAKESWOOD SHORES
NE	SHORELINE	DR	LAKESWOOD SHORES
NE	FAIRWAY HOMES	DR	VILLAGES OF LAKESWOOD FAIRWAY HOMES
NE	ST ANDREWS	CIR	VILLAGES OF LAKESWOOD FAIRWAY HOMES

Streets Where LPOA Will Perform Snow and Ice Removal

QUAD	STREET	SUFFIX	SUBDIVISION
NW	CIMARRON	ST	CLUBHOUSE COTTAGES OF LAKESWOOD
NW	GREENVIEW	DR	CLUBHOUSE COTTAGES OF LAKESWOOD
NW	GREENVIEW	CT	CLUBHOUSE COTTAGES OF LAKESWOOD
NW	REDSPIRE	ST	CLUBHOUSE COTTAGES OF LAKESWOOD
NE	ASHMONT	PL	EAST LAKE VILLAGE
NE	BROCKTON	DR	EAST LAKE VILLAGE
NE	BROCKTON	DR	EAST LAKE VILLAGE
NE	CHELMSFORD	CT	EAST LAKE VILLAGE
NE	COURTNEY	DR	EAST LAKE VILLAGE
NE	DICK HOWSER	CT	EAST LAKE VILLAGE
NE	DARTMORE	CT	EAST LAKE VILLAGE
NE	DICK HOWSER	CT	EAST LAKE VILLAGE
NE	DUNDEE	CIR	EAST LAKE VILLAGE
NE	HAMPSTEAD	DR	EAST LAKE VILLAGE
NE	MAPLEGATE	DR	EAST LAKE VILLAGE
NE	MAPLEGATE	CT	EAST LAKE VILLAGE
NE	MEDFORD	DR	EAST LAKE VILLAGE
NE	NEWBURY	CT	EAST LAKE VILLAGE
NE	PEMBROKE	LN	EAST LAKE VILLAGE
NE	PLUMBROOK	PL	EAST LAKE VILLAGE
NE	RUSHBROOK	DR	EAST LAKE VILLAGE
NE	RUSHBROOK	CT	EAST LAKE VILLAGE
NE	RUSHBROOK	PL	EAST LAKE VILLAGE
NE	SILVERLEAF	PL	EAST LAKE VILLAGE
NE	SUNDERLAND	CT	EAST LAKE VILLAGE
NE	WALNUT RIDGE		EAST LAKE VILLAGE
NE	WARRINGTON	CT	EAST LAKE VILLAGE
NE	WICKLOW	CT	EAST LAKE VILLAGE
NE	DEL LAGO	CT	ENCLAVE AT LAKESWOOD POINTE
NW	ALPINE	CT	LAKE LEES SUMMIT
NW	ASPEN	ST	LAKE LEES SUMMIT

NW	ASPEN	CT	LAKE LEES SUMMIT
NE	BASSWOOD	DR	LAKE LEES SUMMIT
NE	BASSWOOD	CIR	LAKE LEES SUMMIT
NE	BEECHNUT	CT	LAKE LEES SUMMIT
NE	BEECHWOD	DR	LAKE LEES SUMMIT
NE	BEECHWOOD	CIR	LAKE LEES SUMMIT
NE	BEECHWOOD	CT	LAKE LEES SUMMIT
NW	BIRCH	ST	LAKE LEES SUMMIT
NW	BIRKDALE	CT	LAKE LEES SUMMIT
NW	BIRKDALE	PL	LAKE LEES SUMMIT
NW	BLUEJACKET	DR	LAKE LEES SUMMIT
NW	BLUEBEECH	PT	LAKE LEES SUMMIT
NW	BRAMBLE TRL		LAKE LEES SUMMIT
NW	BRAMBLE TRL	CT	LAKE LEES SUMMIT
NW	BRAMBLE TRL	CIR	LAKE LEES SUMMIT
NW	BURR OAK	CT	LAKE LEES SUMMIT
NW	CANDLEBARK	CT	LAKE LEES SUMMIT
NE	CHINQUAPIN	CT	LAKE LEES SUMMIT
NW	CIMARRON	ST	LAKE LEES SUMMIT
NW	CYPRESS	ST	LAKE LEES SUMMIT
NW	FOXTAIL	CIR	LAKE LEES SUMMIT
NW	FOXTAIL	CT	LAKE LEES SUMMIT
NW	HACKBERRY	ST	LAKE LEES SUMMIT
NW	HEMLOCK	ST	LAKE LEES SUMMIT
NW	HICKORY	ST	LAKE LEES SUMMIT
NW	HONEYSICKLE	ST	LAKE LEES SUMMIT
NW	IRONBARK	ST	LAKE LEES SUMMIT
NW	JUNIPER	ST	LAKE LEES SUMMIT
NE	KINGWOOD	CT	LAKE LEES SUMMIT
NE	KINGWOOD	PL	LAKE LEES SUMMIT
NE	LACEWOOD	CIR	LAKE LEES SUMMIT
NE	LACEWOOD	CT	LAKE LEES SUMMIT
NW	LOBO	CT	LAKE LEES SUMMIT
NW	LOCUST	ST	LAKE LEES SUMMIT
NE	LOGWOOD	CT	LAKE LEES SUMMIT
NE	LOGWOOD	CIR	LAKE LEES SUMMIT
NW	PONDEROSA	ST	LAKE LEES SUMMIT
NW	POPLAR	ST	LAKE LEES SUMMIT
NW	REDWOOD	CT	LAKE LEES SUMMIT
NE	ROSEWOOD	CT	LAKE LEES SUMMIT
NW	SHAGBARK	ST	LAKE LEES SUMMIT
NW	SPRUCE	ST	LAKE LEES SUMMIT
NW	TEAKWOOD	ST	LAKE LEES SUMMIT
NE	WOODLAND	CT	LAKE LEES SUMMIT
NW	WOODS CHAPEL	RD	LAKE LEES SUMMIT
NE	HOWSER	DR	LAKE POINTE
NE	SEQUOIA	ST	LAKESHORE TOWNHOMES/LAKESHORE BAY TOWNHOMES
NE	BAYVIEW	DR	LAKESIDE BAY
NE	EDGEWATER	DR	LAKESIDE BAY
NW	BRADFORD	ST	LAKESIDE FOREST

NW	PRIMROSE	LN	LAKEWOOD FOREST
NW	PRIMROSE	CT	LAKEWOOD FOREST
NW	WINDING WOODS	CT	LAKEWOOD FOREST
NE	NORTHGATE	LN	LAKEWOOD OAKS
NE	NORTHGATE	CT	LAKEWOOD OAKS
NE	NORTHGATE	CIR	LAKEWOOD OAKS
NE	PERSIMMON	CIR	LAKEWOOD OAKS
NE	PERSIMMON	LN	LAKEWOOD OAKS
NE	QUARTZ	DR	LAKEWOOD OAKS
NE	WEDGEWOOD	LN	LAKEWOOD OAKS
NE	WEDGEWOOD	CT	LAKEWOOD OAKS
NE	OE LA MAR	PL	LAKEWOOD POINTE VILLAS
NE	DE LAMAR	DR	LAKEWOOD POINTE VILLAS
NE	DE LA MAR	CT	LAKEWOOD POINTE VILLAS
NE	OE LA MAR	CIR	LAKEWOOD POINTE VILLAS
NE	LAKE POINTE	CIR	LAKEWOOD SHORES
NE	SEABROOK	LN	LAKEWOOD SHORES
NE	SEABROOK	CIR	LAKEWOOD SHORES
NE	SEABROOK	CT	LAKEWOOD SHORES
NE	SHORELINE	PL	LAKEWOOD SHORES
NE	CHANNEL	CIR	LANDINGS AT LAKEWOOD
NE	HOIT	DR	LANDINGS AT LAKEWOOD
NE	LANDINGS	DR	LANDINGS AT LAKEWOOD
NE	LANDINGS	CT	LANDINGS AT LAKEWOOD
NE	LANDINGS	CIR	LANDINGS AT LAKEWOOD
NE	EDMONSON	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	EDMONSON	CT	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	JACQUES	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	TREMONT	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	TREMONT	CT	SOUTHPOINTE AT EAST LAKE VILLAGE
NW	COTTONWOOD	DR	SPRING MEADOWS
NE	AVENTURA	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	BURNING TREE	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	FAIRINGTON	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	FAIRWAY HOMES	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	INVERRARY	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	LACOSTA	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	OLYMPIC	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PANTHER VALLEY	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PEBBLE BEACH	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PINEHURST	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	SAWGRASS	DR	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	SAWGRASS	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	CLEARBROOK	DR	WEST LAKE VILLAGE
NE	COVE	DR	WEST LAKE VILLAGE
NE	SHOREVIEW	CT	WEST LAKE VILLAGE
NE	SHOREVIEW	DR	WEST LAKE VILLAGE
NE	WOOD GLEN	LN	WEST LAKE VILLAGE
NE	WOODRIDGE	DR	WEST LAKE VILLAGE

Packet Information

File #: TMP-1365, **Version:** 1

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport. (BOAC 9/30/19)

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

Key Issues:

- The Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this State Block Grant Agreement.
- The purpose of this agreement is to provide financial assistance to the Sponsor under the State Block Grant Program for the Master Plan Update-Phase 1.
- The project period shall be from the date of the execution by the commission to December 31, 2021.
- The initial amount of this grant is not to exceed \$252,207 for eligible preliminary project costs.
- The amount of this grant represents 90% of eligible project costs.
- The initial amount of local matching funds to be furnished by the Sponsor is not to exceed \$28,023.
- This grant shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before November 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

Background:

The Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this State Block Grant Agreement. The purpose of this agreement is to provide financial assistance to the Sponsor under the State Block Grant Program for the Master Plan Update-Phase 1. The project period shall be from the date of the execution by the commission to December 31, 2021. The initial amount of this grant is not to exceed \$252,207 for eligible preliminary project costs. The amount of this grant represents 90% of eligible project costs. The Airport has budgeted \$70,000 in local match money for both the Master Plan and Business Plan. The initial amount of local matching funds to be furnished by the Sponsor is not to exceed \$28,023. This grant shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before November 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

Timeline:

Start: October 31, 2021

Finish: December 31, 2021

Bob Hartnett - Deputy Director of Public Works/Administration

Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission State Block Grant Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission, Granting federal funds in the amount of \$252,207 for eligible project costs towards the preparation of the Airport Master Plan Update - Phase1 for the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$252,207 FOR ELIGIBLE PRELIMINARY PROJECT COSTS TOWARDS THE PREPARATION OF THE AIRPORT MASTER PLAN UPDATE – PHASE 1

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as the Airport Master Plan Update – Phase 1.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations in State Block Grant: The commission grants to the Sponsor a sum not to exceed Two Hundred Fifty-Two Thousand Two Hundred Seven Dollars (\$252,207) for Airport Master Plan Update-Phase 1.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for Airport Master Plan Update-Phase 1, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

CCO FORM: M004

Approved: 03/91 (KR)

Revised: 03/17 (MWH)

Modified:

Sponsor : City of Lee's Summit

Project No.: 19-109A-1

Airport Name: Lee's Summit Municipal

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

34. BAN ON TEXTING WHILE DRIVING
35. SUSPENSION AND DEBARMENT
36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
37. REQUIRED FEDERAL PROVISIONS
38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

39. AIRPORT LAYOUT PLAN
40. AIRPORT PROPERTY MAP
41. ENVIRONMENTAL IMPACT EVALUATION
42. EXHIBIT "A" PROPERTY MAP
43. MASTER PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

44. RUNWAY PROTECTION ZONE

SECTION V – SPECIAL CONDITIONS

45. SPECIAL CONDITIONS

SECTION VI – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

Sponsor: City of Lee's Summit
Project No.: 19-109A-1
Airport Name: Lee's Summit Municipal

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Master Plan Update-Phase 1;

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2021. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Fifty-Two Thousand Two Hundred Seven Dollars (\$252,207) for eligible preliminary project costs and/or land/easement acquisition.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty-Eight Thousand Twenty-Three Dollars (\$28,023).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before November 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project

upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate,

including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(17) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Bob Hartnett,
Deputy Director of Public Works
220 SE Green
Lee's Summit, MO 64063
(816) 969-1800
(816) 969-1809 FAX
email: Bob.Hartnett@cityofls.net

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(30) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding

by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions

attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

(37) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

- a. Gross mismanagement of a Federal grant;
- b. Gross waste of Federal funds;

use of Federal funds;

safety; or

Federal grant.

- c. An abuse of authority relating to implementation or
- d. A substantial and specific danger to public health or
- e. A violation of law, rule, or regulation related to a

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. §4712(c).

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with

regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(40) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(41) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated December 2009 will be updated as part of Project 11-109A-2. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of Project 11-109A-2.

(43) MASTER PLAN: The Sponsor shall hire a qualified engineering/planning consultant to develop/update a master plan to identify the projected demand/development needs of the airport. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the Commission and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the Commission and the FAA.

(44) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A"

Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(45) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(C) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(D) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and

subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*).”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri’s prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors’ work is satisfactorily completed, as determined by the Sponsor and the

Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(E) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(F) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF LEE'S SUMMIT

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

APPENDIX STATE BLOCK GRANT AGREEMENT

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

- MoDOT Guidance Handbook**
 - About the Handbook (26 kb, 1 page)
 - Index (57 kb, 3 pages)
 - Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
 - Section 2 - Project Environmental Requirements (27 kb, 3 pages)
 - Section 3 - Airport Planning Projects (29 kb, 4 pages)
 - Section 4 - Land Acquisition (14 kb, 3 pages)
 - Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
 - Section 6 - Project Development (77 kb, 11 pages)
 - Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
 - Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)

- FAA Airport Sponsor Guide**

State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures (51 kb, 5 pages) State Required Documentation Checklist (44 kb, 1 page)

Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP (980 kb, 11 pages) MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

- Grant Funding Application (424 kb, 22 pages) Air Service Development Application State Transportation Assistance Revolving (STAR) Loan Application Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page) Request for Payment (State 90%) (100 kb, 1 page)

Consultant Procurement

- Sample Advertisement Consultant Selection ACEC MO Qualifications Based Selection (QBS) Guidance MSPE Qualifications Based Selection (QBS) Guidance

Federally Funded Projects

- FAA Advisory Circular 150/1500-14E-Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects
- Aviation Project Consultant Agreement (256 kb, 43 pages) -Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page) -Exhibit V -Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- Aviation Project Consultant Supplemental Agreement No. 1 (103 kb, 5 pages) -Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page) -Exhibit V -Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page) Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

State Funded Projects Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages) State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
-Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page) -Exhibit V -Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page) Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page) Certification of Compliance (form) (33 kb, 1 page)

Airports Resources

Obstructions Evaluation Submission (electronic 7460-1) Notice of Proposed Landing 7480-1 (form) FAA Series 150 Advisory Circulars for Airports FAA Airport's GIS Website Aeronautical GIS Survey Scope of Work Request for new or amended Instrument Approach Procedures Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages) VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

Land Acquisition

Land Acquisition Guidance MoDOT Approved Appraiser List Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages) Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages) Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages) Exhibit A Property Map Guidance

Environmental

Environmental Guidance Undocumented Categorical Exclusion Letter (Environmental Clearance Letter) (21kb, 1 page) Documented Categorical Exclusion-FAA SOP 5.XX (355 kb, 8 pages) Documented Categorical Exclusion-MoDOT Signature Page (24 kb, 1 page)

Compliance

Compliance Guidance Standard DOT Title VI Assurances (43 kb, 4 pages) Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages) FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

Utility Adjustments

Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

- Sponsor Certifications For Federally Funded Projects**
 - Sponsor Certification for Conflict of Interest
 - Sponsor Certification for Drug-Free Workplace
 - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
 - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
 - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
 - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

Construction Project Items

Federal Projects

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

Federal & State Projects

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
- Weekly Construction Progress and Inspection Report (35 kb, 1 page)
- Weekly Wage Rate Interview Report (32 kb, 1 page)
- Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
- Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

Project Closeout Items

Federal Projects

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)
- DBE Documentation – Final Construction Report

Federal & State Projects

- Final Testing Report (Checklist) (70 kb, 3 pages)
- Electrical Systems Testing Report (36 kb, 1 page)
- Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
- Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

MoDOT Construction Specifications

Federally Funded Projects

- Federal-Preparation of Project Plans and Specifications (307 kb, 127 pages)
- Federal-Construction Observation Program (293kb, 22 pages)
- Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
- AC 150/5370-10G Standards for Specifying Construction of Airports

Federal & State Projects

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
- Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
- Construction Project Review Level Matrix
- Construction Plans Full Review Checklist
- Construction Plans General Review Checklist
- Safety Plan Checklist

State Funded Projects

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)

- MO-622 Crack and Joint Sealing-Bituminous Pavement (*31 kb, 3 pages*)
- MO-623 Pavement Friction Sealcoat Surface Treatment (*48 kb, 5 pages*)
- MO-701 Pipe for Storm Drains and Culverts (*38 kb, 4 pages*)
- MO-706 Prefabricated Underdrains (*54 kb, 5 pages*)
- MO-901 Seeding (*71 kb, 7 pages*)
- MO-905 Topsoiling (*25 kb, 2 pages*)

- MO-908 Mulching (27 kb, 2 pages) □ **MoDOT Electrical Specifications** (State Funded Projects)
- MO-101 Airport Rotating Beacons (39 kb, 5 pages)
- MO-103 Airport Beacon Towers (36 kb, 4 pages)
- MO-107 Airport 8-Foot and 12-Foot Wind Cones (36 kb, 4 pages)
- MO-108 Underground Power Cable for Airports (402 kb, 12 pages)
- MO-109 Airport Prefabricated Housing and Equipment (373 kb, 7 pages)
- MO-110 Airport Underground Electrical Duct Banks and Conduits (56 kb, 8 pages)
- MO-120 Airport Precision Approach Path Indicator (PAPI) System (41 kb, 5 pages)
- MO-125 Airport Lighting Systems and Guidance Signs (51 kb, 5 pages)

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. Users of this guidance shall note that requirements for AIP participation are established within applicable United States Code, Public Law, Federal Regulations and official FAA policy. The supplemental guidance and best practices provided within this guide are not intended to create additional participation requirements over and above that established by statute, regulation, or official FAA policy. In the event this guidance conflicts with current AIP policy, the AIP policy has precedence. Web site address http://www.faa.gov/airports/central/aip/sponsor_guide/

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FAA Airports

ASSURANCES Airport Sponsors

A. General.

- 1 These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2 These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3 Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act -40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act -29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 -Section 106 -16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 -16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 -Section 102(a) -42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 -29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 -42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 -Section 403-2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act -40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act -18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 -42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 -31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 -41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 -Equal Employment Opportunity¹
- b. Executive Order 11990 -Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 -Intergovernmental Review of Federal Programs
- e. Executive Order 12699 -Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 -Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 -OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 -Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 -Investigative and Enforcement Procedures¹ 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 -Airport noise compatibility planning.
- f. 28 CFR Part 35-Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 -U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 -Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 -Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 -Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 -Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 -Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 -New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation -effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 -Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 -Denial of public works contracts to suppliers of goods and services of countries that deny

procurement market access to U.S. contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 -Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

5

Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

6

Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its
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title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c
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For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d
.
For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e
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If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f
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If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g
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Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

1. **Economic Nondiscrimination.**
2. **Exclusive Rights.**

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c

- . For all noise compatibility program projects which are to be carried out by

another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d

- . For noise compatibility program projects to be carried out on privately owned

property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e

- . If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to

ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f

- . If an arrangement is made for management and operation of the airport by any

agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g

- . Sponsors of commercial service airports will not permit or enter into any

arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport

facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
- 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if

(1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and
(2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

1. Relocation and Real Property Acquisition.

b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's

2. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
AND PFC APPROVED PROJECTS**

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28E	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operation Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue Fire and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Fire Fighting Station Building Design

150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specifications for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance –Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys; Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS; Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste

150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specifications for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specifications for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specifications for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specifications for L-823 Plug And Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/3570-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/3570-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/3570-15B	Airside Applications for Artificial Turf
150/3570-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/3570-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program (PMP)
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

The MoDOT DBE Program is available on the MoDOT website at the following address:
http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

Packet Information

File #: TMP-1366, **Version:** 1

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport. (BOAC 9/30/19)

Issue/Request:

An Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Key Issues:

- The purpose of this agreement is to provide financial assistance to the sponsor.
- The Commission approved funds for Airport Business Plan for \$98,064.
- The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is \$10,896.
- The Sponsor warrants to the Commission that it has sufficient funds, or other readily available resources, to provide the local matching funds to complete the project.
- The project time period shall be from the date of the execution of the Agreement by the Commission to December 31, 2021.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Background:

The purpose of this agreement is to provide financial assistance to the sponsor. The Commission approved funds for Airport Business Plan for \$98,064. The Airport has budgeted \$70,000 in local match money for both the Master Plan and Business Plan. The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is \$10,896. The Sponsor warrants to the Commission that it has sufficient funds, or other readily available resources, to provide the local matching funds to complete the project. The project time period shall be from the date of the execution of the Agreement by the Commission to December 31, 2021.

Timeline:

Start: October 31, 2019

Finish: December 31, 2021

Bob Hartnett - Deputy Director of Public Works/Administration

Staff recommends approval of an Ordinance authorizing the execution of a Missouri Highways and Transportation Commission Airport Aid Agreement to Airport by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, Granting funds for \$98,064 for the Airport Business Plan at the Lee's Summit Municipal Airport.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT TO AIRPORT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FUNDS FOR \$98,064 FOR THE AIRPORT BUSINESS PLAN AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows: Airport Business Plan.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of a first supplemental agreement to airport aid agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for the purpose of development of an airport business plan for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

CCO Form: MO01
Approved: 02/94 (MLH)
Revised: 05/17 (MWH)
Modified:

Sponsor : City of Lee's Summit
Project No.: AIR 196-109A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 20, 2019, and specifically described as follows:

Airport Business Plan;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Ninety-Eight Thousand Sixty-Four Dollars (\$98,064); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Ten Thousand Eight Hundred Ninety-Six Dollars (\$10,896). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2021. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for 20 years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance,

Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the

Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(29) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By: _____

By: _____

Title:

Title:

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____
(if applicable)

Packet Information

File #: TMP-1367, **Version:** 1

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1. (BOAC 9/30/19)

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

Issue/Request:

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

Key Issues:

- The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement").
- The Base agreement has been modified with Modification 1 - 12.
- The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein.
- The amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement.
- The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services.
- Funding for this project is provided through Federal and State Grants and a local match.
- The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No.

13 Master Plan Update - Phase 1.

Background:

The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"). The Base agreement has been modified with Modification 1 - 12. The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein. The amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement. The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services. Funding for this project is provided through Federal and State Grants and a local match. The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

The Federal and State grants are for both phase 1 of both the Master Plan and Business Plan. The total grant funding is \$350,271 (State Block Grant for \$252,207 and Airport Aid Grant for \$98,064) plus local funding of \$70,000 for a total funding of \$420,271. The two proposed CMT Agreements total \$377,610 (a Master Plan fee of \$276,890 and Business Plan fee of \$100,720). Excess revenues may possibly be used towards the second phase of the plans or returned for future reallocation.

Bob Hartnett, Deputy Director of Public Works

Staff recommends approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 13 Master Plan Update - Phase 1.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ NO. 2015-300) TO AMEND THE PROVISIONS OF THE BASE AGREEMENT TO INCLUDE THE AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 13 MASTER PLAN UPDATE – PHASE 1.

WHEREAS, the City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter “Base Agreement”); and

WHEREAS, the Base Agreement has been modified with Modification No. 1 – 12 dated from September 23, 2015 through 2019 City; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for engineering services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 13 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

**MODIFICATION NO. 13 TO ON-CALL AGREEMENT
DATED SEPTEMBER 3, 2015
(RFQ NO. 2015-300)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 8 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 9 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 10 dated April 11, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 11 dated _____, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 12 dated _____, 2019; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement, as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 13, were services originally contemplated by the City and the Engineer when entering into the Base

Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for engineering services.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement as follows:

The Base Agreement is hereby modified and amended to include the AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 13 MASTER PLAN UPDATE – PHASE I, attached hereto as Exhibit A, and incorporated herein by reference.

1. The terms and provisions of Exhibit A shall only apply to the services to be provided which are set forth in Exhibit A.
2. In the event of a conflict between any provision of the Base Agreement and Exhibit A; Exhibit A shall control to the extent it affects any of the services to be performed pursuant to Exhibit A.
3. All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

This Modification No. 13 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the ____ day of _____, 2019.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Bradley M. Hamilton, P.E.
TITLE: Vice President, Director of Aviation

ATTEST:

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

Airport Name: [Lee's Summit Municipal Airport]
Project No.: [19-109A-1]
County: Jackson

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Lee's Summit, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lee's Summit Municipal Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Lee's Summit Municipal Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

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

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

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

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

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

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

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

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

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

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

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal

laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 9% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination

of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by

actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 9% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

Airport: [Lee's Summit Municipal Airport]
 MoDOT Project No.: [19-109A-1]

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
Centurion Planning & Design 69 N. Chadbourne St. San Angelo, Texas 76903	Planning & Environmental	\$24,940	100%	\$24,940	9.0%
TOTAL DBE PARTICIPATION				\$24,940	9.0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Centurion Planning & Design	69 N. Chadbourne St., San Angelo, TX 76903	Planning & Environmental	\$24,940.00
Coffman & Associates	237 NW Blue Parkway, Suite 100, Lee's Summit, MO 64063	Demand Projections	\$24,972.00

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

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

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

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

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

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of

the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of **\$28,518.17**, except that the combined costs and fee will not exceed a maximum amount payable of **\$276,890**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made.

A late payment charge of one- and one-half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the

Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

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

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

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one

hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard

patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor".

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

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

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

3. Any changes requested after the acceptance period will be

considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

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

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

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

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time

provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full

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

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

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

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

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

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

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

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

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

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified

by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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

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

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension

in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

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

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

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the

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applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):
The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

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

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

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

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of

the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

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

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jackson County, Missouri. The parties agree that this Agreement is entered into at Lee's Summit, Missouri and substantial elements of its performance will take place or be delivered at Lee's Summit, Missouri, by reason of which the Consultant consents to venue of any action against it in Jackson County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

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

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

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

Airport: [Lee's Summit Municipal Airport]
 MoDOT Project No.: [19-109A-1]

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Robert Hartnett		
SPONSOR'S NAME	City of Lee's Summit		
SPONSOR'S ADDRESS	220 SE Green St. Lee's Summit, MO 64063		
PHONE	816.969.1800	FAX	
E-MAIL ADDRESS	Bob.Hartnett@cityofls.net		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Andrew Bodine, PE, CM		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	1627 Main Street Suite 200 Kansas City, Missouri 64108		
PHONE	816.272.8363	FAX	
E-MAIL ADDRESS	abodine@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services

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

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

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

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

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

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

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

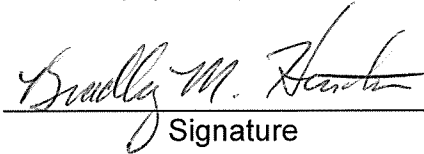
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
Crawford, Murphy & Tilly, Inc.

Sponsor:
City of Lee's Summit

By: 
Signature

By: _____
Signature

Title: Vice President & Director of Aviation

Title:

ATTEST:

ATTEST:

By: 
Signature

By: _____
Signature

Title: Sr. Vice President

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

Recognizing a steady increase in aircraft operations, the build-out of the previous Master Plan, significant interest in parcels owned by the Airport that provide airfield access, and the Airport's designation as a reliever for Kansas City International (MCI), Lee's Summit Municipal Airport (LXT) is initiating a Master Plan Update. The Master Plan and accompanying Business Plan will provide a vision for the Airport in the short, medium, and long-term timeframes up to 20 years. Due to some area of overlap, the Master Plan and Business Plan will seek to build synergy and minimize unnecessary duplication and set strategic visions for the Airport as growth continues. The following scope presented below is focused on completing a holistic review, analysis, and planning for the airport going forward. This scope contained herein is considered the first phase of the planning process. Phase II will include effort to complete FAA compliant deliverables including the Airport Layout Plan (ALP), Exhibit "A" Property Map, and Airport GIS (AGIS) datasets.

To comply with grant assurances and ensure receipt of federal funding for future development, LXT is required to have an updated, approved ALP on file with FAA. The best way to develop the future vision for LXT, which is then displayed on the ALP, is through a Master Plan Update. Phase I will focus on the following key study elements:

- Update of "baseline" information including recent developments;
- Aviation demand projections;
- Facility Planning (needs assessments, development alternatives, implementation strategies, etc., where applicable)
 - Airfield Improvements
 - General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
 - Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
 - Land-Use
 - Stakeholder/Public Engagement
 - Various Working Papers & Final Report Deliverables

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as attached herein.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

Overview

PHASE I MASTER PLAN

SCOPE OF SERVICES

Recognizing a steady increase in aircraft operations, the build-out of the previous Master Plan, significant interest in parcels owned by the Airport that provide airfield access, and the Airport's designation as a reliever for Kansas City International (MCI), Lee's Summit Municipal Airport (LXT) is initiating a Master Plan Update. The Master Plan and accompanying Business Plan will provide a vision for the Airport in the short, medium, and long-term timeframes up to 20 years. Due to some area of overlap, the Master Plan and Business Plan will seek to build synergy and minimize unnecessary duplication and set strategic visions for the Airport as growth continues. The following scope presented below is focused on completing a holistic review, analysis, and planning for the airport going forward. This scope contained herein is considered the first phase of the planning process. Phase II will include effort to complete FAA compliant deliverables including the Airport Layout Plan (ALP), Exhibit "A" Property Map, and Airport GIS (AGIS) datasets.

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 - ◆ Airfield Improvements
 - ◆ General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
 - ◆ Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
 - ◆ Land-Use
- ◆ Stakeholder/Public Engagement
- ◆ Various Working Papers & Final Report Deliverables

The project will be accomplished in accordance with FAA Advisory Circulars (AC) 150/5070- 6B Change 2 (Airport Master Plans), AC 150/5300-13A Change 1 (Airport Design).

TASK 1.0 - PROJECT FORMULATION

Task 1.1 - Project Scope Preparation

A scope of services will be prepared describing each item of work required for completion of the Master Plan Update including the Airport Layout Plan (ALP) based on guidance provided by the Sponsor, MoDOT, and in accordance with appropriate and most current FAA Advisory Circulars. Each task will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will

also be prepared for direct expenses such as travel, subsistence, materials, printing and any other necessary cost related to the project. This task includes efforts necessary to mobilize the project including the development and execution of necessary consultant and Subconsultant agreements.

Task 1.2 - Quality Assurance Plan

Following a Notice to Proceed from the sponsor, a Quality Assurance Plan will be developed that will act as the program guidance for the Consultant's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's planning process, provide quality services, and facilitate client satisfaction. The QAP includes a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

Task 1.3 - Kickoff Meeting

One (1) on-site kickoff meeting will occur with Airport Staff, the Board of Aeronautical Commissioners (BOAC), state/federal agencies, and project stakeholders to discuss key study elements, core guidance, review general study requirements, identify schedule milestones, and review individual project team responsibilities.

Task 1.4 - Airport Objectives & Guiding Principles

The formulation of an effective development plan at LXT is dependent upon the identification of short- and long-term objectives. These objectives, or guiding principles, establish the framework for the quantity, location, and priority of various development items considered in the study process. Guiding principles will be developed which offer focus and direction in the formulation of the Master Plan and the overall development strategy for the Airport. By nature, these guiding principles are dynamic and may be adjusted over time. A workshop will be held with the airport leadership team as part of the kickoff meeting identified in Task 1.3. In addition, these guiding principles will be integrated into the Business Plan Update (Task 9).

TASK 2.0 - INVENTORY

Task 2.1 - Airport Inventory

The inventory will involve collection and examination of plans, documents and on-site collection of airport facilities data. Effort necessary to complete this task is based upon using available data and site visits. These facilities and features will include:

- Airside Facilities (Runways, taxiways, apron areas and airspace)
- Navigational Aids/Lighting
- General Aviation (GA) Facilities including FBO terminal and aircraft hangars
- Airport Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
- Regional Setting and Land Use
- Topography & Drainage
- Access and Circulation
- Socioeconomic & Demographics
- Landside (access, circulation, parking, wayfinding, etc.)

In addition, the project team will review previous studies available (specifically the previous business plan) and integrate the findings of those studies into the master plan update where appropriate.

Task 2.2 - Utility Inventory

An inventory of existing utility data will be conducted the master plan to support the planning process. This data will be used to aid the development of Airport owned property moving forward. Utilities to be considered include storm sewer, gas, electrical, telecommunications, water, and sanitary.

Cost Assumptions: No utility field investigations or surveys will be conducted as part of this task item. All utility information will be collected via existing airport records, as-built drawings available, or service providers.

Task 2.3 - Land Use Inventory

Development of the land use portion of the Inventory Section will include collecting information on planned and proposed land uses, as well as on existing uses. Prior studies, plans, and agreements with implications for land use will be reviewed.

Task 2.4 - Environmental Inventory

An environmental inventory will be completed using public data available and will document the following (if available):

- Wetlands & Floodplains
- Hazardous Waste
- Soils
- Biotic communities and endangered species
- Noise
- Archaeology

Task 2.5 - Interviews

During the development of the Master Plan, it is important to identify the needs of airport tenants, users, and community representatives. This task will include **one (1) on-site** visit by the project team for **up to two (2) days** to conduct the interview process (subject to number of interviews). The Airport will be consulted prior to each stakeholder engagement to provide them the opportunity to attend each interview. The project team will work with the Airport to identify the tenants/users to participate in the interview process. In order to reach all users, an electronic survey will be developed and distributed to users. The data received will be compiled, analyzed, and common themes will be highlighted.

Task 2.6 - Inventory Working Paper

A working paper presenting the general findings of the inventory analysis will be developed for Airport and stakeholder review. The working paper will present narrative and graphical information in a consolidated format to enhance the review process while ensuring data completeness.

TASK 3.0 - DEMAND PROJECTIONS

The objectives of this task are to 1) establish a baseline of demand and 2) provide scenario-based forecasts of aviation demand during the 20-year planning horizon to "inform" the overall decision-making process on facility needs. This effort will flavor the demand projections to account for the extended runway.

Task 3.1 - General Aviation (GA) Forecast

Several methodologies and data sources will be utilized to develop a reasonable GA forecast. As part of this task, the consultant team will 1) review existing forecasts including demand projections identified in the business plan, 2) compile historical activity records, and 3) identify local demographic/socioeconomic that "influence" demand projections. Information collected during the tenant/user interview process (task 2.5) will be utilized to adjust industry methodologies to reflect specific local demand considerations. The forecast effort will develop a range of GA demand (scenarios) anticipated throughout the planning period for both based aircraft and operations.

Task 3.2 - Prepare Forecast Working (FWP) Paper

This task includes effort associated with developing a forecast working paper which will serve as the foundation for various planning decisions within the 20-year study horizon. The FWP will also be used within the business plan update where appropriate. In general, the FWP will be structured to provide a background of aviation

demand, identify ranges of aviation demand going forward, and will provide a comparison to the FAA Terminal Area Forecast (TAF). A forecast briefing paper will also be developed to provide a "executive summary" level deliverable that can be used for various stakeholder engagement activities and FAA coordination.

One (1) on-site workshop meeting with the airport will be conducted to 1) review baseline activity, 2) present the various forecast methodologies analyzed, and 3) to discuss preliminary forecast results.

Note: Task 3 does not include effort to request a formal change to FAA's Terminal Area Forecast (TAF) if needed to support near-term developments that require demand justification. This process would include coordination through MoDOT with the FAA region to make a formal change. This can require significant coordination including meetings at the regional level to present the demand projections including detailed forecast rationale. If an official update to the TAF is needed to support near-term development needs, the consultant will work with the airport to develop a specific scope & cost to complete the necessary steps.

TASK 4.0 - FACILITY REQUIREMENTS

Facility requirements for various areas of the airport will be developed based on the approved demand projections completed as part of Task 3 and based on the guiding principles established in Task 2 (airside, landside, support functions, etc.). LXT has made a significant investment developing core infrastructure at the airport including extending the primary runway. Therefore, a heavy emphasis will be placed on facility needs that support and leverage the investment the airport leadership has made. Planning Activity Level's (PALs)/trigger points will be used in the analysis of facility needs to better understand the timing of future improvements relative to activity growth.

Task 4.1 - Airfield Capacity Analysis

Using data provided in FAA AC 150/5060-5, Airport Capacity and Delay, the ability of the existing runway system to accommodate future levels of both Visual Flight Rules (VFR) and Instrument Flight Rules (IFR) traffic will be evaluated. Estimates of LXT's Annual Service Volume (ASV) and peak hourly capacity of the existing runway will be produced.

Task 4.2 - Airfield Requirements

Existing airfield conditions will be compared to the aviation demand forecast and FAA design standards to identify airfield facility requirements. The facility requirements of the airside will include an assessment of the following components:

- ◆ Runways (Primary & Secondary/Crosswind)
- ◆ Taxiway System Configuration & Capacity
- ◆ Aircraft Aprons (Capacity/Configuration)
- ◆ Airfield Lighting and Pavement Markings
- ◆ Navigational Aids including Instrument Approach Procedure (IAP) Capabilities
- ◆ Runway Safety and Approach Protection (if applicable)

Task 4.3 - General Aviation / Corporate Facilities

Facility requirements for both general aviation (GA) and corporate aviation will be developed. Recognizing recent airfield infrastructure improvements that will influence demand for facilities, this section will focus on aircraft storage needs (T-Hangars, Executive Hangars, etc.), the development of corporate campus(es), and other potential facilities that meet airport objectives. LXT currently has several projects in the near-term pipeline and at the request of the Airport, pieces of this analysis may be brought forward in the process to facilitate proper sizing, requirements and implementation.

The airport has identified the need for a new Fixed Based Operator (FBO) terminal building to accommodate passengers utilizing general aviation & corporate aviation. Recognizing the importance of this facility to meet level of service objectives, a detailed planning effort will be completed as part of this study to set the vision for a new

FBO terminal building. This effort will include a needs assessment, overall facility needs, space requirements, and general definition of space relationships to be carried forward in the alternatives process. It is important to note that industry standards will be utilized where applicable when determining space requirements.

Task 4.4 - Landside/Support Facilities

Requirements for facilities such as fuel storage, airport maintenance, airport administration, and a Snow Removal Equipment (SRE) building(s) will be developed using a combination of historical data (i.e. fuel flowage & reserve requirements) along with industry metrics (i.e. SRE equipment calculations).

Task 4.5 - Land Use Development Requirements

Available surplus property owned by the Airport must be considered for future compatible use and development potential. The development of these areas, once shown that they are not required for aeronautical development, is encouraged to seek release or development of the property in a compatible manner. Analysis will include the general identification of landside improvement necessary for development of these areas including: access requirements, utility access/infrastructure (if known), drainage, demolition, and modification of existing land use regulations necessary for support of non-aeronautical uses. The requirements will consider data generated and findings in previous airport property development studies (if applicable).

Task 4.6 - Facility Requirements Working Paper & Presentation

This task includes effort associated with development of a working paper presenting the findings of the facility requirements analysis and the development of a PowerPoint presentation for communication with the airport and other applicable stakeholders as needed.

TASK 5.0 - ALTERNATIVES ANALYSIS

Conceptual alternative layouts will be developed for the various facility needs at LXT using information gathered from aviation demand projections completed in Task 3 in conjunction with the facility requirements developed as part of Task 4. In evaluating practical development alternatives to satisfy existing and forecasted aviation needs, analysis will include alternative conceptual layouts and order of magnitude cost estimates for airside and landside facilities. In addition, through coordination with the Airport Sponsor, concepts will be developed and evaluated for land use prioritization (aeronautical & non-aeronautical). Development alternatives will be evaluated through various screening criteria including but not limited to airport objectives, environmental, site constraints (i.e. utility access, drainage, etc.), existing facility conditions, financial feasibility, etc. Development alternative of the facilities listed below may be combined to provide a more comprehensive view of various development options/impacts.

Task 5.1 - Airfield

Up to three (3) conceptual layouts will be developed for airfield needs identified throughout the 20-year planning horizon. Of focus on the airfield will be geometric improvements to address non-standard conditions including direct access from the aircraft parking aprons to the runway environment.

Task 5.2 - General Aviation / Corporate Facilities

Recognizing this category has a range of potential development needs, alternatives for GA and corporate aviation facilities have been broken down into greater detail:

- ◆ Aircraft Storage – Up to Three (3) alternatives will be developed that identify options for the implementation of aircraft storage facilities (new or replacement). The alternatives will clearly depict the various facility types (T-Hangars, executive box hangars, standalone corporate units, etc.)
- ◆ Corporate Campus(es) – Up to Two (2) alternatives will be developed that depict the implementation of corporate campus or campuses (if identified in the planning process). These alternatives would provide greater detail including setbacks, hangar sizing, aircraft parking, etc.
- ◆ FBO Terminal Building – Recognizing the implementation of a new FBO terminal building is likely needed in the short-term, up to Three (3) concepts will be developed. These concepts will depict the

facility siting, landside/airside access, aircraft parking, and adjacent land use developments where applicable.

Task 5.3 - Landside/Support Facilities

Up to three (3) conceptual layouts will be developed to accommodate support facilities (fuel storage, airport maintenance, airport administration, and SRE facilities) throughout the 20-year planning horizon.

Task 5.4 - Land Use Developments

Up to two (2) conceptual layouts will be developed identifying strategies for land-use developments throughout the 20-year planning horizon.

Task 5.5 - Environmental & Sustainable Considerations

This task will also provide a summary of environmental and sustainability considerations analyzed for each alternative during the planning process, with the intent to provide a clear understanding of the environmental requirements. No formal agency coordination will be included in this effort and an environmental evaluation will be performed which includes:

- ◆ Wetlands & Floodplains
- ◆ Hazardous Waste
- ◆ Soils
- ◆ Biotic communities and endangered species
- ◆ Archaeology

It should be noted that the evaluation within this section is not intended to satisfy the requirements for formal environmental clearances associated with implementing proposed improvements.

Task 5.6 - Working Sessions/Meetings

Up to three (3) working sessions/meetings will be held with LXT Staff, elected officials, and BOAC to review the development alternatives, to solicit insight regarding the concepts, and to select the concept(s) most viable for future consideration.

Task 5.7 - Preferred Development Plan

Under this task, the recommended development alternatives identified through the working sessions will be integrated into a preferred development plan. As part of this process, minor refinements to the preferred development alternatives may be done to ensure the proposed developments "fit" together and work in unison over the 20-year planning horizon. The preferred development plan will be provided to various stakeholders for review including the Airport leadership, City leadership, and MoDOT. Once finalized, the preferred development plan will be carried forward into the Capital Improvement Plan (CIP) and Implementation Plan.

TASK 6.0 - IMPLEMENTATION PLAN/CIP

Task 6.1 - Implementation Plan & Capital Improvement Plan

A recommended Capital Improvement Program (CIP) will be developed based on the preferred development plan established under Task 5. The CIP will be used to categorize the projects over the life of the 20-year planning period. Projects will be prioritized into near term (0-5 year), intermediate term (6-10 years) and long-term (11-20 years) time periods.

An Implementation Plan exhibit will be prepared depicting the preferred development alternatives including project timelines. Estimates of probable costs will be developed along with possible funding sources for each project.

The Airport's ability to fund the recommended projects should be a major consideration in preparing a refined CIP and Implementation Plan. A financial feasibility analysis will take place concurrently with the development of the CIP. This task will involve reviewing and quantifying sources of funding for projects, including federal funding, state funding, bonds, third-party developers, and Airport revenues. The scope will not include a comprehensive evaluation of the Airport's financial structure or budget.

TASK 7.0 - LAND USE COMPATIBILITY PLAN

To better allow LXT to work with the surrounding communities to implement land use and airspace control around the Airport, a general land use compatibility plan will be developed. The Implementation Plan developed in Task 6 will be utilized to identify areas of future development around LXT.

Task 7.1 - Airport Influence Area (AIA) Definition

This task will involve the development of the Airport Influence Area (AIA) utilizing several resources regarding the protection of the Airport and/or airspace from compatible land uses. Resources include:

- ◆ Federal Aviation Administration (FAA) Advisory Circular (AC) 150-5300, Change 15, *Airport Design*, specifically Runway Protection Zones (RPZs)
- ◆ Federal Aviation Regulation (FAR) Part 77, *Objects Affecting Navigable Airspace*, commonly known as the FAR Part 77 Surfaces.
- ◆ Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*.
- ◆ Federal Aviation Administration (FAA) Order 5050-4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airports Actions*.

The above referenced criterion as well as physical land features and local jurisdictions will be utilized to establish the AIA and control zones for applicable criteria. The AIA will define where land use and/or airspace control measures could be necessary to protect the airport from incompatible development. Up to two (2) exhibits will be developed to depict the AIA zones.

Task 7.2 - Existing Land Use & Regulatory Inventory

Existing and planned land use information and jurisdictional limits will be collected and utilized to develop a more comprehensive inventory of land use considerations. The Lee's Summit Comprehensive Plan will be consulted during this task. Additional resource information will include published land use documentation from Cass County, Raytown, Blue Springs, Kansas City, and Grandview. The purpose of this exercise is to develop a more complete understanding of existing and planned land uses both and near the Airport. This assessment will be completed using available data and interviews with local public/private sector officials as needed. Data for the assessment will be gathered by the following actions:

- ◆ Evaluate physical attributes, settings and available property/buildings for other areas, industrial or airport related properties.
- ◆ Collect and review of existing zoning and development controls.
- ◆ Collect data and interview local public and private officials related to changes in land uses by sector including new developments and absorption of existing developments.
- ◆ Review of strengths, weaknesses, opportunities and threats for LXT that can be used to frame land use potential.

Up to two (2) exhibits will be developed to depict land uses and regulatory controls around the airport facility.

Task 7.3 - Land Use Compatibility Assessment

This task will involve 1) the evaluation of both existing and known planned land uses within the AIA and 2) identification of potential non-aeronautical land uses which are compatible with airport development. It should be noted that the identification of potential non-aeronautical land uses will be conducted at a macro planning level. Areas of incompatible land uses will be identified for possible mitigation. Possible mitigation measures will be discussed to achieve compatibility including easements or even acquisition.

As part of the compatibility assessment, a review of existing property holdings relative airport objectives, short-term and long-term development needs will be conducted. If areas of "excess" property are identified through the assessment process, recommendations for next steps will be provided including the potential for release/disposal. Subject to the parcels in question, additional recommendations will be made regarding ownership of streets and utilities applicable. A review of recommended land uses under the previous master plan will also be conducted. The results of the land use compatibility assessment will be reviewed with Airport staff in a collaborative working session.

Task 7.4 - Land Use Recommendations

Recommendations will be made from the land use compatibility assessment for actions that should be taken by the airport to pursue enhanced compatibility both on and off the airport. These recommendations will be provided in tabular form and will identify pertinent regulatory agency involvement required for implementation. In addition, the recommended land uses will be integrated into applicable Airport GIS coverages for use by airport management.

TASK 8.0 - MASTER PLAN REPORT

Task 8.1 - Master Plan Report

A series of interim working papers and reports will be prepared as a part of individual work elements documenting the findings, analyses and recommendations developed throughout the master plan process. Each of these reports will be disseminated to the Airport Sponsor for review. These working papers will be made available to MoDOT to facilitate their review process including any SOP checklists as applicable. Any necessary FAA coordination will be done through MoDOT.

After review of the interim reports/working papers, these documents and associated revisions will be incorporated into the Master Plan Report. The final report will consolidate supporting documentation and findings developed throughout the course of the study. The report will be prepared in standard 8-1/2" x 11" format with 11" x 17" fold-out exhibits as necessary. The report will incorporate color graphics and be bound in a spiral format.

Task 8.2 - Executive Summary

The executive summary shall be a concise overview of the major project elements. For the Airport's use in public out-reach and engagement, an executive summary brochure that encapsulates the major elements of the Master Plan will be developed once the Airport Sponsor, FAA and MoDOT accept the Master Plan. The brochure will be in a full-color 8-1/2" or 11 x 17" double-sided and folded format.

Task 8.3 - Summary of Documentation and Deliverables

Preliminary, interim, and final copies of the Master Plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	FAA	MoDOT	CMT
Draft Master Plan Report	3	N/A	1	2
Final Master Plan Report	5	N/A	1	2

Document	Sponsor	FAA	MoDOT	CMT
Final Master Plan Report (PDF) – CD	2	1	1	-
Master Plan Executive Summary	50	N/A	1	2

Electronic versions (in .pdf format) of all deliverables will be provided to the FAA, MoDOT and Airport Sponsor.

TASK 9.0 - BUSINESS PLAN UPDATE

The purpose of a business for LXT is to assess potential means to improve the Airport's financial performance, economic development, and operation. The business plan will evaluate potential development and optimal operations associated with the implementation of the Airport Master Plan. Because the business plan is reliant on the Master Plan, it is desirable to move these two documents forward in concert.

Task 9.1 - Strategic Visioning & Goal Setting

Similar to Task 1.4 (Task 1.4 – Airport Objectives & Guiding Principles), this effort is associated with conducting various stakeholder engagement activities to validate or build consensus on LXT's strategic vision. This task is specific to the business plan update due to the strong likelihood that stakeholders are different from that of the master plan and schedules could require a standalone workshop session. It is important to note that the strategic vision and goal setting task as part of the business plan update is materially different than the master plan update. This task includes **one (1) on-site meeting up to two days** to conduct the necessary visioning and goal setting workshops.

Task 9.2 - Update of Key Business Plan Elements

To understand the commonality between a master plan update and a business plan, a preliminary analysis of key study elements was conducted including a review of the previous business plan as a baseline. It is recognized there are certain study elements which share common analysis and could inform either the master plan or the business plan (example: existing airport conditions). For study elements which were common between both deliverables, the master plan update will be the primary source to develop applicable information.

One key piece of the business plan is identification and confirmation of the City's/Airport management's objectives for operating the Airport through discussions and a Strengths, Weaknesses, Opportunities, & Threats (SWOT) analysis. In this task the team would work with the City and its Economic Development Council to identify the range of stakeholders to include in the SWOT and overall business planning process. This group can include City officials, local businesses, pilot groups, Airport tenants, MoDOT, and others, as desired. From the SWOT and our initial set of meetings a review of the vision statement for the Airport will be conducted and revisions will be made as needed. In addition, an assessment of new opportunities for revenue enhancement that may accompany the runway extension will be done, and review: existing levels of activity, reasons for those levels, expectations for future activity, and opportunities for increased financial production and economic development. The team also anticipates learning about the current economic fabric of the region and any challenges Lee's Summit and its Airport may be facing. By including the EDC in these initial discussions, the team hopes to learn what the current target industries are and how they use the Airport in marketing efforts.

Through a comparison of the two deliverables, the following study elements will be developed under the business plan update:

- ◆ Governance and Staffing
- ◆ Existing Airport Characteristics
- ◆ Market Analysis with Rates & Charges
- ◆ Baseline Financials & Outlook

- ◆ Business Plan Alternatives
- ◆ Industry Trends Impacting LXT
- ◆ Area-Wide Factors Supporting Growth
- ◆ Obstacles to Airport Performance
- ◆ Revenue Enhancement
- ◆ Recommended Plan including Scenario-Based Projections
- ◆ Project Management

Information developed through Task 9.2 will be integrated into the master plan update where applicable and information developed through the master plan will be integrated into the business plan where applicable.

Task 9.3 - Report & Deliverables

The business plan is included within the scope of the overall Master Plan effort, but it is intended to be provided as a standalone document. Preliminary, interim, and final copies of the business plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	MoDOT	CMT
Draft Business Plan Report	3	1	2
Final Business Plan Report	5	1	2
Final Business Plan Report (PDF) - CD	2	1	-
Business Plan Executive Summary	50	1	2

TASK 10.0 - STAKEHOLDER COORDINATION

Task 10.1 - Lee's Summit City Council Presentations

Up to two (2) presentations will be made to the Lee's Summit City Council and the Board of Aeronautical Commissioners to present the findings of the Master Plan. Specifically, it is anticipated that these presentations will cover the following study elements (subject to direction by the airport):

- ◆ Presentation 1: Findings of the Facility Requirements and Alternatives Process
- ◆ Presentation 2: Recommended Development Plan for the Airport (All Facilities)

Task 10.2 - General Tenant/Public Information Meetings

Up to two (2) project information meetings will be held in accordance with project milestones at the direction of the Airport to provide tenants, users, community stakeholders and the public with an opportunity to view and comment on the project progression and the overall "vision" for airport development throughout the 20-year planning horizon. The meeting locations will also be at the direction of the Airport. This task includes effort by the consultant project team to prepare, attend, and summarize the various information meetings.

TASK 11.0 - PROJECT MANAGEMENT

The Consultant will manage the Master Plan and provide oversight. Project management tasks will include routine coordination and management, consisting of monthly project progress report preparation, schedule monitoring, meeting minute preparation, FAA and airport coordination, work plan updates, and project close-out procedures.

Task 11.1 - Project Progress Reports

Each month a written Progress Report will be submitted to the Sponsor. These reports will describe the present status of the project, work to be accomplished, any problems or barriers encountered, and any action items required by the sponsor. The report will also provide a status of actual work accomplished against the schedule goals with a description of reasons for any slippage in the event of such an occurrence. The monthly report will describe any recommended modifications to the Scope of Work and/or schedule milestones, which would alter the original course of the study.

In order to keep the project progressing on schedule and ensure continued coordination throughout the project, a monthly meeting/tele-con will be held. The meeting will be administered by the Consultant Team and will include representatives from the Airport Sponsor and MoDOT. The meetings will include schedule updates, progress reports by each party, upcoming key/target dates for deliverables and any other issues that may arise. As a part of this effort, the Consultant Team will prepare agenda and minutes for each meeting.

Task 11.2 - Project Administration/Coordination

Necessary for the success of any project is the myriad of functions related to project administration that are not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, internal project team meetings, quality assurance/control reviews, project staffing, coordination with subconsultants, et cetera. These work elements are necessary to ensure proper completion and delivery of the project deliverables.

POTENTIAL OUT OF SCOPE WORK

The success of this project, and the ability to deliver the work products on time and within the budget, is dependent upon many variables which are often beyond the Consultant's control. Examples include but are not limited to: accuracy and availability of data from previous studies; additional meetings required to coordinate issues; additional analyses requested by FAA, MoDOT, or the Sponsor, that are not provided for in this scope; updates or changes to the FAA's Advisory Circulars or other related guidance documents; and extraordinary number of required reviews of the Consultant's draft work products. These types of issues may constitute extra services and/or expenses above those contemplated by this work scope and the associated cost proposal. As the project progresses, it will be incumbent upon the Consultant to bring to the attention of the Sponsor, MoDOT and FAA any unforeseen changes to this scope of work and negotiate appropriate additional compensation necessary to fund those extra costs

**EXHIBIT IIA
 CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
 PROJECTS**

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

Airport: [Lee's Summit Municipal Airport]

MoDOT Project No.: [19-109A-1]

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design

Airport: [Lee's Summit Municipal Airport]

MoDOT Project No.: [19-109A-1]

150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

Airport: [Lee's Summit Municipal Airport]
 MoDOT Project No.: [19-109A-1]

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Designate contact person (see Section (23)(A)).
10. Pay costs for title searches.

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [19-109A-1]

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
MASTER PLAN UPDATE - PHASE I

March 12, 2019

1

DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2019 rates)	<u>COST (\$)</u>
Principal	4	\$77.68	\$310.72
Project Manager II	306	50.88	15,569.28
Project Engineer I	40	49.19	1,967.60
Senior Planner I	586	39.29	23,023.94
Senior Engineer I	0	37.26	0.00
Planner I	576	27.60	15,897.60
GIS Specialist/Sr. Tech I	336	35.33	11,870.88
Registered Land Surveyor	0	41.58	0.00
Administrative Assistant	32	22.64	724.48
		#N/A	
		#N/A	
	1890		

Total Direct Salary Costs = \$69,364.50

2

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ $\frac{174.09}{100}$ % = \$120,756.66
 2b FCCM Rate (Optional) @ $\frac{0.00}{100}$ % = \$0.00

3

SUBTOTAL:

Items 1 and 2 = \$190,121.16

4

PROFIT:

15 % of Item 3 Subtotal* = \$28,518.17

*Note: 0-15% Typical

Subtotal = \$218,639.33

5

OUT-OF-POCKET EXPENSES:

a. Mileage 7200 Miles @ \$0.580 / Mile = \$4,176.00
 b. Meals 17 Days @ \$36.00 / Day = \$612.00
 c. Motel 17 Nights @ \$112.00 / Night = \$1,904.00
 d. Printing and Shipping = \$1,650.00

Total Out-of-Pocket Expenses = \$8,342.00

6

SUBCONTRACT COSTS:

a. Coffman & Associates (Forecast Development) = \$24,972.00
 b. Centurion Planning & Design (Stakeholder Eng. & Env.) = \$24,940.00

= \$49,912.00

DBE
N/A
9%

7

MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$276,890.00

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI

SPECIAL SERVICES
Master Plan Update Phase I | Business Plan Update
March 12, 2018

Exhibit V

Classification: Gross Hourly Rate:	Principal \$244.85	Project Manager II \$160.38	Project Engineer I \$155.05	Senior Planner I \$123.84	Senior Engineer I \$117.44	Planner I \$87.00	GIS Specialist Sr. Tech I \$111.36	Registered Land Surveyor \$131.06	Administrative Assistant \$71.36	Other Costs
B. PLANNING TASKS										
1.10 Project Scope Preparation		4		16						
1.20 Quality Assurance Plan		1		6						
1.30 Kickoff Meeting (On-Site)		4		8						
1.40 Airport Objectives & Guiding Principles										
2.10 Airport Inventory		2		8		16				
2.20 Utility Inventory		1		4		8				
2.30 Land Use Inventory		2		8		8				
2.40 Environmental Inventory		4		16		8				
2.50 Interviews (One On-Site Meeting Up to Two Days)		4		12		24				
2.60 Inventory Working Paper										
3.10 General Aviation & Military (Inherent & Local) Forecast		8		16		24	12			
3.20 Prepare Forecast Working Paper		12		16		24	12			
4.1 Airfield Capacity Analysis		2		8		12				
4.2 Airfield Requirements		8		16		16	8			
4.3 General Aviation / Corporate Facilities		12		24		24	8			
4.4 Landside / Support Facilities		8		12		12	8			
4.5 Land Use Development Requirements		8		12		12	8			
4.6 Facility Requirements Working Paper & Presentation		8		12		16	8			
5.1 Airfield		12	2	16		24	8			
5.2 General Aviation / Corporate		24	4	40		60	32			
5.3 Support Facilities		8		16		16	16			
5.4 Land Use Developments		4		8		12	4			
5.5 Environmental Considerations										
5.6 Working Sessions / Meetings		12		24		8	24			
5.7 Preferred Development Plan & Working Paper		12	4	40		40	24			
6.1 Implementation Plan and Capital Improvement Plan		16	8	24		24	16			
7.10 Airport Influence Area (AIA) Definition		8		16						
7.20 Easement Land Use & Regulatory Inventory		2		24		16				
7.30 Land Use Commodity Assessment		8		16		8	16			
7.40 Land Use Recommendations		8		24		32	40			
8.10 Master Plan Report		24	8	40		80	40			
8.20 Executive Summary		4	2	8		12	16		24	
8.30 Summary of Documentation and Deliverables		2		4		8	8		8	
9.10 Strategic Visioning & Goal Setting										
9.20 Update of Key Business Plan Elements										
9.30 Report & Deliverables										
10.10 Lee's Summit City Council Presentations (up to 2 presentations)		16		16		16	8			
10.20 General Tenant Information Meetings (up to 3 meetings)		20		20		16	4			
11.10 Project Progress Reports		14		24						
11.20 Project Administration/Coordination		28		32						
Total Hours =	1,880	306	40	586	0	576	336	0	32	
Total =	\$276,893.33	\$979.40	\$6,201.94	\$72,572.26	\$0.00	\$50,109.79	\$37,417.43	\$0.00	\$2,283.59	\$56,254.00
PART B SUBTOTAL = \$276,890.00										
GRAND TOTAL = \$276,890.00										

Exhibit V-1

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping



March 1, 2018

Andrew J. Bodine, PE
Senior Aviation Planner
Crawford, Murphy & Tilly
2750 West Washington Street
Springfield, IL 62702

RE: Lee’s Summit Airport Master Plan Proposed Scope and Fee

Dear Andy;

Please consider this Centurion Planning & Design, LLC’s (CPD) fee proposal for the Lee’s Summit Airport Master Plan assignment. We appreciate the opportunity to work with you on this important project for the City.

Based upon a review of the scope, we have prepared a fee estimate to assist with the following task:

- Task 1.4 – Airport Objectives and Guiding Principals (CPD support and provide input)**
- Task 2.4 – Environmental Inventory**
- Task 5.5 – Environmental and Sustainable Considerations**
- Task 10.2 – General Tenant/Public Outreach Meetings (2) – includes prep time**

We have assigned Molly Waller, Principal Planner and Clay Smith, Planner to this effort. Molly’s hourly rate is \$230 and Clay’s hourly rate is \$150. Below is the effort estimate and anticipated fee for each task.

Task 1.4	Principal Planner 16 hours	\$ 3,680
Task 2.4	Principal Planner 24 hours	\$ 5,520
	Planner 6 hours	\$ 900
Task 5.5	Principal Planner 32 hours	\$ 7,360
	Planner 10 hours	\$ 1,500
Task 10.2	Principal Planner 26 hours	<u>\$ 5,980</u>
	TOTAL	\$ 24,940

Thank you for the opportunity to work on this project.

Sincerely,

Molly Waller
Principal Planner

**COST SUMMARY COFFMAN ASSOCIATES
AIRPORT MASTER PLAN FORECAST
LEE'S SUMMIT MUNICIPAL AIRPORT**

ELEMENT/TASK	HOURS				Costs		TASK TOTAL	
	Principal	Sr. Planner	Planner	Technical	LABOR	EXPENSES		
	\$305	\$270	\$199	\$131				
ELEMENT 1.0 - DEMAND PROJECTIONS								
1.1	Compile Current and Historic GA Activity	0	0	4	4	\$ 1,320	\$ -	\$ 1,320
1.2	Define LXT Service Area	0	4	0	4	\$ 1,604	\$ -	\$ 1,604
1.3	Review Socioeconomic Data and Forecasts	0	0	4	4	\$ 1,320	\$ -	\$ 1,320
1.4	Prepare General Aviation Forecasts	0	8	16	0	\$ 5,344	\$ -	\$ 5,344
1.5	Prepare Forecasts of Peaking Characteristics	0	4	0	0	\$ 1,080	\$ -	\$ 1,080
1.6	Identify Existing and Future Critical Aircraft	0	0	4	8	\$ 1,844	\$ -	\$ 1,844
1.7	Prepare Forecast Working Paper	4	8	4	12	\$ 5,748	\$ -	\$ 5,748
1.8	Forecast Meeting/Presentation	0	4	0	4	\$ 1,604	\$ 100	\$ 1,704
1.9	Estimate Current Aircraft Operations	0	0	12	20	\$ 5,008	\$ -	\$ 5,008
PROJECT TOTALS		4	28	44	56	\$ 24,872	\$ 100	\$ 24,972

EXHIBIT VI

PERFORMANCE SCHEDULE

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

BASIC SERVICES

E. Other Services

1. Master Plan Update Phase I

(365) calendar days
after receipt of NTP

Packet Information

File #: TMP-1368, **Version:** 1

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update. (BOAC 9/30/19)

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

Issue/Request:

An Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

Key Issues:

- The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement").
- The Base agreement has been modified with Modification 1 - 13.
- The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein.
- The amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement.
- The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services.
- Funding for this project is provided through Federal and State Grants and a local match.
- The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No.

14 Business Plan Update.

Background:

The City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"). The Base agreement has been modified with Modification 1 - 13. The City and Engineer desire to amend the provisions of the Base Agreement, as modified as provided herein. The amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement. The Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services. Funding for this project is provided through Federal and State Grants and a local match. The City Manager is authorized and empowered by City to execute contracts providing for engineering services.

The Federal and State grants are for both phase 1 of both the Master Plan and Business Plan. The total grant funding is \$350,271 (State Block Grant for \$252,207 and Airport Aid Grant for \$98,064) plus local funding of \$70,000 for a total funding of \$420,271. The two proposed CMT Agreements total \$377,610 (a Master Plan fee of \$276,890 and Business Plan fee of \$100,720). Excess revenues may possibly be used towards the second phase of the plans or returned for future reallocation.

Bob Hartnett, Deputy Director of Public Works

Staff recommends approval of an Ordinance authorizing execution of the Agreement with Crawford, Murphy and Tilly, Inc. for On-Call Engineering Services for the airport (RFQ No. 2015-300) to amend the provisions of the Base Agreement to include the Aviation Project Consultant Supplemental Agreement No. 14 Business Plan Update.

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING EXECUTION OF THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ NO. 2015-300) TO AMEND THE PROVISIONS OF THE BASE AGREEMENT TO INCLUDE THE AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 14 BUSINESS PLAN UPDATE.

WHEREAS, the City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement has been modified with Modification No. 1 – 13 dated from September 23, 2015 through 2019 City; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for engineering services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 14 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri
APPROVED AS TO FORM:

Nancy Yendes, Chief Counsel of
Infrastructure and Planning
Office of the City Attorney

**MODIFICATION NO. 14 TO ON-CALL AGREEMENT
DATED SEPTEMBER 3, 2015
(RFQ NO. 2015-300)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 8 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 9 dated January 2, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 10 dated April 11, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 11 dated _____, 2018; and

WHEREAS, the Base Agreement was modified with Modification No. 12 dated _____, 2019; and

WHEREAS, the Base Agreement was modified with Modification No. 13 dated _____, 2019; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement, as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 14, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for engineering services.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement as follows:

The Base Agreement is hereby modified and amended to include the AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 14 BUSINESS PLAN UPDATE, attached hereto as Exhibit A, and incorporated herein by reference.

1. The terms and provisions of Exhibit A shall only apply to the services to be provided which are set forth in Exhibit A.
2. In the event of a conflict between any provision of the Base Agreement and Exhibit A; Exhibit A shall control to the extent it affects any of the services to be performed pursuant to Exhibit A.
3. All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

This Modification No. 14 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the ____ day of _____, 2019.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Bradley M. Hamilton, P.E.
TITLE: Vice President, Director of Aviation

ATTEST:

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

Airport Name: [Lee's Summit Municipal Airport]
Project No.: [AIR 196-109A]
County: Jackson

STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Lee's Summit, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lee's Summit Municipal Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Lee's Summit Municipal Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

Airport: [Lee's Summit Municipal Airport]
MoDOT Project No.: [AIR 196-109A]

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

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

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

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

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

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

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

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

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

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

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

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal

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laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services

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

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

~~_____ (7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:~~

~~_____ (A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is N/A% of the total Agreement dollar value.~~

~~_____ (B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:~~

~~http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm~~

~~_____ (C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination~~

~~of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.~~

~~_____ 1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.~~

~~_____ 2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.~~

~~_____ 3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.~~

~~_____ 4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:~~

~~_____ A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.~~

~~_____ B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.~~

~~_____ C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by~~

~~actually performing, managing and supervising the services involved and providing the desired product.~~

~~_____ D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.~~

~~_____ E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.~~

~~_____ 5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.~~

~~_____ 6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.~~

~~_____ 7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:~~

~~_____ A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.~~

~~_____ B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.~~

~~_____ C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.~~

~~_____ D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.~~

~~_____ E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).~~

~~_____ F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.~~

~~_____ G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.~~

~~_____ H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.~~

~~_____ I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.~~

~~_____ 8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 9% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:~~

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(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
_____	_____	_____	_____	_____	_____
TOTAL DBE PARTICIPATION					

~~9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.~~

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
R.A. Wiedemann & Associates, Inc.	P.O. Box 621 Georgetown, KY 40324	Business Plan	\$100,720.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for

inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

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

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

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

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

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of **\$9,951.35**, except that the combined costs and fee will not exceed a maximum amount payable of **\$108,960**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This

information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

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

the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor,

justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

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

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

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of

terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business

firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor".

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

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

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

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

4. The data on the electronic media shall not be considered the

Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

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

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including,

without limitation, risks insured against in commercial general liability policies.

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

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

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

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

(18) MISSOURI NONDISCRIMINATION CLAUSE: The Consultant shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Consultant shall also comply with all state and federal statutes applicable to Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

~~(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.~~

~~(20) AVIATION FEDERAL AND STATE CLAUSES:~~

~~(A) Civil Rights - 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the~~

~~solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.~~

~~_____ (B) Trade Restriction Certification — 49 U.S.C. § 50104, 49 CFR Part 30:~~

~~_____ 1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:~~

~~_____ A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);~~

~~_____ B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and~~

~~_____ C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.~~

~~_____ 2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.~~

~~_____ 3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.~~

~~_____ 4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:~~

~~_____ A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or~~

~~_____ B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or~~

~~_____ C. who incorporates in the public works project any product of a foreign country on such USTR list.~~

~~_____ 5. Nothing contained in the foregoing shall be construed to~~

~~require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.~~

~~6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.~~

~~7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.~~

~~(C) Eligible Employees – Executive Order 07-13:~~

~~1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.~~

~~2. The Consultant shall include the above provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.~~

~~(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:~~

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

Airport: [Lee's Summit Municipal Airport]

MoDOT Project No.: [AIR 196-109A]

~~2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.~~

~~(E) Veteran's Preference — 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.~~

~~(F) Federal Fair Labor Standards Act (Federal Minimum Wage) — 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.~~

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

~~(H) Energy Conservation Requirements — 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).~~

~~(I) Debarment and Suspension (Non-Procurement) — 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:~~

~~_____ 1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.~~

~~_____ 2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:~~

~~_____ A. Checking the System for Award Management at website: <https://www.sam.gov>.~~

~~_____ B. Collecting a certification statement similar to the statement in Subsection (20)(l)1.~~

~~_____ C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.~~

~~_____ 3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.~~

~~_____ (J) Lobbying and Influencing Federal Employees — 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:~~

~~_____ 1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:~~

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

~~_____ B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

~~C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.~~

~~2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.~~

~~(K) Contract Workhours and Safety Standards Act Requirements—2
CFR § 200 Appendix II (E):~~

~~1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~

~~2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.~~

~~3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.~~

~~4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring~~

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~~the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).~~

~~_____ (P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:~~

~~_____ 1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or~~

~~_____ 2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.~~

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jackson County, Missouri. The parties agree that this Agreement is entered into at Lee's Summit, Missouri and substantial elements of its performance will take place or be delivered at Lee's Summit, Missouri, by reason of which the Consultant consents to venue of any action against it in Jackson County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

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

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

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

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and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Robert Hartnett		
SPONSOR'S NAME	City of Lee's Summit		
SPONSOR'S ADDRESS	220 SE Green St. Lee's Summit, MO 64063		
PHONE	816.969.1800	FAX	
E-MAIL ADDRESS	Bob.Hartnett@cityofls.net		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Andrew Bodine, PE, CM		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	1627 Main Street Suite 200 Kansas City, Missouri 64108		
PHONE	816.272.8363	FAX	
E-MAIL ADDRESS	abodine@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

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

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

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

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

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

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

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

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

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
Crawford, Murphy & Tilly, Inc.

Sponsor:
City of Lee's Summit

By: 
Signature

By: _____
Signature

Title: Vice President & Director of Aviation

Title:

ATTEST:

ATTEST:

By: 
Signature

By: _____
Signature

Title: Sr. Vice President

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

Recognizing a steady increase in aircraft operations, the build-out of the previous Master Plan, significant interest in parcels owned by the Airport that provide airfield access, and the Airport's designation as a reliever for Kansas City International (MCI), Lee's Summit Municipal Airport (LXT) is initiating a Master Plan Update. The Master Plan and accompanying Business Plan will provide a vision for the Airport in the short, medium, and long-term timeframes up to 20 years. Due to some area of overlap, the Master Plan and Business Plan will seek to build synergy and minimize unnecessary duplication and set strategic visions for the Airport as growth continues. The following scope presented below is focused on completing a holistic review, analysis, and planning for the airport going forward. This scope contained herein is considered the first phase of the planning process. Phase II will include effort to complete FAA compliant deliverables including the Airport Layout Plan (ALP), Exhibit "A" Property Map, and Airport GIS (AGIS) datasets.

To comply with grant assurances and ensure receipt of federal funding for future development, LXT is required to have an updated, approved ALP on file with FAA. The best way to develop the future vision for LXT, which is then displayed on the ALP, is through a Master Plan Update. Phase I will focus on the following key study elements:

- Update of "baseline" information including recent developments;
- Aviation demand projections;
- Facility Planning (needs assessments, development alternatives, implementation strategies, etc., where applicable)
 - Airfield Improvements
 - General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
 - Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
 - Land-Use
 - Stakeholder/Public Engagement
 - Various Working Papers & Final Report Deliverables

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EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as attached herein.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

Document	Sponsor	FAA	MoDOT	CMT
Final Master Plan Report (PDF) – CD	2	+	+	-
Master Plan Executive Summary	50	N/A	+	2

Electronic versions (in .pdf format) of all deliverables will be provided to the FAA, MoDOT and Airport Sponsor.

TASK 9.0 - BUSINESS PLAN UPDATE

The purpose of a business for LXT is to assess potential means to improve the Airport's financial performance, economic development, and operation. The business plan will evaluate potential development and optimal operations associated with the implementation of the Airport Master Plan. Because the business plan is reliant on the Master Plan, it is desirable to move these two documents forward in concert.

Task 9.1 - Strategic Visioning & Goal Setting

Similar to Task 1.4 (Task 1.4 - Airport Objectives & Guiding Principles), this effort is associated with conducting various stakeholder engagement activities to validate or build consensus on LXT's strategic vision. This task is specific to the business plan update due to the strong likelihood that stakeholders are different from that of the master plan and schedules could require a standalone workshop session. It is important to note that the strategic vision and goal setting task as part of the business plan update is materially different than the master plan update. This task includes **one (1) on-site meeting up to two days** to conduct the necessary visioning and goal setting workshops.

Task 9.2 - Update of Key Business Plan Elements

To understand the commonality between a master plan update and a business plan, a preliminary analysis of key study elements was conducted including a review of the previous business plan as a baseline. It is recognized there are certain study elements which share common analysis and could inform either the master plan or the business plan (example: existing airport conditions). For study elements which were common between both deliverables, the master plan update will be the primary source to develop applicable information.

One key piece of the business plan is identification and confirmation of the City's/Airport management's objectives for operating the Airport through discussions and a Strengths, Weaknesses, Opportunities, & Threats (SWOT) analysis. In this task the team would work with the City and its Economic Development Council to identify the range of stakeholders to include in the SWOT and overall business planning process. This group can include City officials, local businesses, pilot groups, Airport tenants, MoDOT, and others, as desired. From the SWOT and our initial set of meetings a review of the vision statement for the Airport will be conducted and revisions will be made as needed. In addition, an assessment of new opportunities for revenue enhancement that may accompany the runway extension will be done, and review: existing levels of activity, reasons for those levels, expectations for future activity, and opportunities for increased financial production and economic development. The team also anticipates learning about the current economic fabric of the region and any challenges Lee's Summit and its Airport may be facing. By including the EDC in these initial discussions, the team hopes to learn what the current target industries are and how they use the Airport in marketing efforts.

Through a comparison of the two deliverables, the following study elements will be developed under the business plan update:

- ◆ Governance and Staffing
- ◆ Existing Airport Characteristics
- ◆ Market Analysis with Rates & Charges
- ◆ Baseline Financials & Outlook

- ◆ Business Plan Alternatives
- ◆ Industry Trends Impacting LXT
- ◆ Area-Wide Factors Supporting Growth
- ◆ Obstacles to Airport Performance
- ◆ Revenue Enhancement
- ◆ Recommended Plan including Scenario Based Projections
- ◆ Project Management

Information developed through Task 9.2 will be integrated into the master plan update where applicable and information developed through the master plan will be integrated into the business plan where applicable.

Task 9.3 - Report & Deliverables

The business plan is included within the scope of the overall Master Plan effort, but it is intended to be provided as a standalone document. Preliminary, interim, and final copies of the business plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	MoDOT	CMT
Draft Business Plan Report	3	1	2
Final Business Plan Report	5	1	2
Final Business Plan Report (PDF) – CD	2	1	-
Business Plan Executive Summary	50	1	2

TASK 10.0 STAKEHOLDER COORDINATION

Task 10.1 Lee's Summit City Council Presentations

Up to two (2) presentations will be made to the Lee's Summit City Council and the Board of Aeronautical Commissioners to present the findings of the Master Plan. Specifically, it is anticipated that these presentations will cover the following study elements (subject to direction by the airport):

- ◆ Presentation 1: Findings of the Facility Requirements and Alternatives Process
- ◆ Presentation 2: Recommended Development Plan for the Airport (All Facilities)

Task 10.2 General Tenant/Public Information Meetings

Up to two (2) project information meetings will be held in accordance with project milestones at the direction of the Airport to provide tenants, users, community stakeholders and the public with an opportunity to view and comment on the project progression and the overall "vision" for airport development throughout the 20-year planning horizon. The meeting locations will also be at the direction of the Airport. This task includes effort by the consultant project team to prepare, attend, and summarize the various information meetings.

TASK 11.0 PROJECT MANAGEMENT

The Consultant will manage the Master Plan and provide oversight. Project management tasks will include routine coordination and management, consisting of monthly project progress report preparation, schedule monitoring, meeting minute preparation, FAA and airport coordination, work plan updates, and project close-out procedures.

**EXHIBIT IIA
 CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
 PROJECTS**

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

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150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design

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150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

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150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Designate contact person (see Section (23)(A)).
10. Pay costs for title searches.

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EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
BUSINESS PLAN UPDATE

March 12, 2018

1

DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2019 rates)	<u>COST (\$)</u>
Principal	0	\$77.68	\$0.00
Project Manager II	18	50.88	915.84
Project Engineer I	0	49.19	0.00
Senior Planner I	36	39.29	1,414.44
Senior Engineer I	0	37.26	0.00
Planner I	0	27.60	0.00
GIS Specialist/Sr. Tech I	8	35.33	282.64
Registered Land Surveyor	0	41.58	0.00
Administrative Assistant	0	22.64	0.00
		#N/A	
		#N/A	

Total Direct Salary Costs = \$2,612.92

2

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 174.09 % = \$4,548.83

3

SUBTOTAL:

Items 1 and 2 = \$7,161.75

4

PROFIT:

15 % of Item 3 Subtotal = \$1,074.26

Subtotal \$8,236.02

5

OUT-OF-POCKET EXPENSES:

a. Mileage	Miles @	\$0.580 / Mile =	\$0.00
b. Meals	Days @	\$36.00 / Day =	\$0.00
c. Motel	Nights @	\$112.00 / Night =	\$0.00
d. Printing and Shipping		=	\$0.00

Total Out-of-Pocket Expenses = \$0.00

6

SUBCONTRACT COSTS:

a. Business Plan (R.A. Wiedemann)	=	\$100,720.00
b.	=	\$0.00
c.	=	\$0.00
d.	=	\$0.00
e.	=	\$0.00
	=	\$100,720.00

7

MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$108,960.00

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI

SPECIAL SERVICES
Master Plan Update Phase I | Business Plan Update
March 31, 2018

Exhibit V

Classification: Gross Hourly Rate:	Principal \$244.85	Project Manager II \$160.38	Project Engineer I \$155.05	Senior Planner I \$123.84	Senior Engineer I \$117.44	Planner I \$87.00	GIS Specialist Sr. Tech I \$111.36	Registered Land Surveyor \$131.06	Administrative Assistant \$71.36	Other Costs
B. PLANNING TASKS										
1.10 Project Scope Preparation										
1.20 Quality Assurance Plan										
1.30 Kickoff Meeting (On-Site)										
1.40 Airport Objectives & Guiding Principles										
2.10 Airport Inventory										
2.20 Utility Inventory										
2.30 Land Use Inventory										
2.40 Environmental Inventory										
2.50 Interviews (One On-Site Meeting Up to Two Days)										
2.60 Inventory Working Paper										
3.10 General Aviation & Military (Interant & Local) Forecast										
3.20 Prepare Forecast Working Paper										
4.10 Airfield Capacity Analysis										
4.2 Airfield Requirements										
4.3 General Aviation/ Corporate Facilities										
4.4 Landside / Support Facilities										
4.5 Land Use Development Requirements										
4.6 Facility Requirements Working Paper & Presentation										
5.1 Airfield										
5.2 General Aviation/ Corporate										
5.3 Support Facilities										
5.4 Land Use Developments										
5.5 Environmental Considerations										
5.6 Working Systems / Meetings										
5.7 Preferred Development Plan & Working Paper										
6.1 Implementation Plan and Capital Improvement Plan										
7.10 Airport Influence Area (AIA) Definition										
7.20 Existing Land Use & Regulatory Inventory										
7.30 Land Use Compatibility Assessment										
7.40 Land Use Recommendations										
8.10 Master Plan Report										
8.20 Executive Summary										
8.30 Summary of Documentation and Deliverables										
9.10 Strategic Visioning & Goal Setting				12						
9.20 Update of Key Business Plan Elements				12						
9.30 Report & Deliverables				12						
10.10 Lee's Summit City Council Presentations (up to 2 presentations)										
10.20 General Tenant Information Meetings (up to 3 meetings)										
11.10 Project Progress Reports										
11.20 Project Administration/Coordination										
Total hours =	62	18	0	36	0	0	8	0	0	(1,2,3,4,5)
	\$108,956.02	\$2,886.76	\$0.00	\$4,458.36	\$0.00	\$0.00	\$890.89	\$0.00	\$0.00	\$100,720.00
PART B SUBTOTAL =										
GRAND TOTAL =										

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Exhibit V-1

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
Business Plan Update (R.A. Wiedemann)
SUMMARY OF COSTS

March 8, 2019

BUSINESS PLAN UPDATE	\$100,720.00
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Total	\$100,720.00
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EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
BUSINESS PLAN UPDATE

March 8, 2019

1

DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2019 rates)	<u>COST (\$)</u>
Principal	220	\$71.00	\$15,620.00
Project Manager II	0	0.00	0.00
Project Engineer I	0	0.00	0.00
Senior Planner I	290	54.55	15,819.50
Senior Engineer I	0	0.00	0.00
Planner I	340	43.24	14,701.60
GIS Specialist/Sr. Tech I	0	0.00	0.00
Registered Land Surveyor	0	0.00	0.00
Administrative Assistant	0	0.00	0.00
		#N/A	
		#N/A	
	850		

Total Direct Salary Costs = \$46,141.10

2

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ $\frac{92.39}{100}$ % = \$42,629.76
 2b FCCM Rate (Optional) @ $\frac{0.00}{100}$ % = \$0.00

3

SUBTOTAL:

Items 1 and 2 = \$88,770.86

4

PROFIT:

$\frac{10}{100}$ % of Item 3 Subtotal* = \$8,877.09

*Note: 0-15% Typical

Subtotal = \$97,647.95

5

OUT-OF-POCKET EXPENSES:

a. Air Fare 3 Trips @ \$650.00 / Mile = \$1,950.00
 b. Rental Car 6 Days @ \$95.00 / Day = \$570.00
 c. Motel 3 Nights @ \$149.00 / Night = \$447.00
 d. Printing and Shipping \$102.00 = \$102.00

Total Out-of-Pocket Expenses = \$3,069.00

6

SUBCONTRACT COSTS:

a. = \$0.00
 b. = \$0.00
 c. = \$0.00
 d. = \$0.00
 e. = \$0.00

= \$0.00

7

MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$100,720.00

Exhibit V

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
SPECIAL SERVICES
Business Plan Update (R.A. Wiedemann)
March 9, 2019

Classification: Gross Hourly Rate:	Principal \$150.26	Project Manager II \$0.00	Project Engineer I \$0.00	Senior Planner I \$115.44	Senior Engineer I \$0.00	Planner I \$91.51	GIS Specialist Sr. Tech I \$0.00	Registered Land Surveyor \$0.00	Administrative Assistant \$0.00	Other Costs
B. PLANNING TASKS										
1.10 Project Scope Preparation										
1.20 Quality Assurance Plan										
1.30 Kickoff Meeting (On-Site)										
1.40 Airport Objectives & Guiding Principles										
2.10 Airport Inventory										
2.20 Utility Inventory										
2.30 Land Use Inventory										
2.40 Environmental Inventory										
2.50 Interviews (One On-Site Meeting Up to Two Days)										
2.60 Inventory Working Paper										
3.10 General Aviation & Military (Tenant & Local) Forecast										
3.20 Prepare Forecast Working Paper										
4.1 Airfield Capacity Analysis										
4.2 Airfield Requirements										
4.3 General Aviation / Corporate Facilities										
4.4 Landside / Support Facilities										
4.5 Land Use Development Requirements										
4.6 Facility Requirements Working Paper & Presentation										
5.1 Airfield										
5.2 General Aviation / Corporate										
5.3 Support Facilities										
5.4 Land Use Developments										
5.5 Environmental Considerations										
5.6 Working Sessions / Meetings										
5.7 Preferred Development Plan & Working Paper										
6.0 Airport Master Plan and Capital Improvement Plan										
6.1 Implementation Plan and Capital Improvement Plan										
7.0 Airport Security / Safety Plan										
7.10 Airport Influence Area (AIA) Definition										
7.20 Existing Land Use & Regulatory Inventory										
7.30 Land Use Comorbidity Assessment										
7.40 Land Use Recommendations										
8.00 Airport Safety Plan										
8.10 Master Plan Report										
8.20 Executive Summary										
8.30 Summary of Documentation and Deliverables										
9.10 Strategic Visioning & Goal Setting										
9.20 Update of Key Business Plan Elements										
9.30 Report & Deliverables										
10.10 Lee's Summit City Council Presentations (up to 2 presentations)										
10.20 General Tenant Information Meetings (up to 3 meetings)										
10.30 Project Website										
11.00 Project Progress Reports										
11.10 Project Administration/Coordination										
Total hours =	850	0	0	290	0	340	0	0	0	0
Total =	\$100,716.95	\$0.00	\$0.00	\$33,478.65	\$0.00	\$31,112.85	\$0.00	\$0.00	\$0.00	\$3,069.00
PART B SUBTOTAL =	\$100,720.00									
GRAND TOTAL =	\$100,720.00									

(1) Mileage, Motel and Meals

(2) Equipment, Materials and Supplies

(3) Computer Services

(4) Vendor Services

(5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

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

BASIC SERVICES

E. Other Services

1. Business Plan Update (365) calendar days
after receipt of NTP

Packet Information

File #: TMP-1383, **Version:** 1

An Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services. A one-year contract with four possible one-year renewal options. And authorizing the City Manager to enter into an agreement for the same.

Key Issues:

- City uses on-call surveying services to support several departments
- The term of the contract is for one year, with the potential for two one-year renewals, based upon performance
- Work for this contract is funded by specific projects or programs approved by Council in the City's annual budget
- Project Managers must identify scope and project specific funding to request services
- Two firms were selected, the City will execute a separate contract with each firm

Proposed Committee Motion:

I move to recommend to the City Council approval of Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same. an Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services.

Background:

Several departments within the City require land surveying services for a variety of reasons. The typical users are Public Works, Parks and Recreation, and Administration. The services needed include detailed topographic survey data to prepare in-house engineering design plans, performing boundary surveys, construction staking, emergency services for infrastructure repairs, surveying utility locations, prepare legal descriptions and exhibits for property, right of way and easements, and many other miscellaneous services.

Staff selected two surveying companies based on their qualifications to increase the flexibility, responsiveness and expertise of the resources available to the City. The firms selected will provide a wide range of services

that include construction support, advanced surveying technology in support of design, and extensive local historical records for boundary and legal survey issues.

Specific funding for the surveying services is not allocated in an on-call account. The funding is sourced from specific projects or programs where the work is performed in-house. The budgets for each program or project include money for land surveying, which is approved by Council as part of the annual budget process.

The Public Works Department issued RFQ 2020-015 on July 31, 2019. The RFQ was advertised in the City website and www.PublicPurchase.com. 289 possible firms were notified by Public Purchase along, and the RRQ was published on the City's website for public viewing. 47 firms downloaded the RFQ packet and 14 firms provided responsive submittals by the closing date of August 30, 2019. All submittals were evaluated by a four (4) member City Staff evaluation team from Public Works in consultation with Parks and Recreation. The evaluation team selected the top ranking firms to negotiate contracts for professional services.

Impact/Analysis:

- If not approved, Staff will be unable to perform activities that need survey services.
- The use of two firms will greatly expand the responsiveness of services.
- There is no additional fiscal impact; funding will be provided by specific projects or programs authorized by the annually approved City Budget.

Timeline:

Start: November 11, 2019

Finish: 1 to 5 years, depending on renewal options

Other Information/Unique Characteristics:

[Enter text here]

George Binger, Deputy Director of Public Works / City Engineer

Staff recommends approval an Ordinance approving award of RFQ 2020-15 to Affinis Corporation and to Wilson & Company, Inc., for on-call yearly professional land surveying services for one-year contracts with four possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

BILL NO. 19-xxx

AN ORDINANCE APPROVING AWARD OF RFQ 2020-15 TO AFFINIS CORPORATION AND TO WILSON & COMPANY, INC., FOR ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES FOR ONE-YEAR CONTRACTS WITH FOUR POSSIBLE ONE-YEAR RENEWAL OPTIONS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, City uses on-call surveying services to support several departments; and,

WHEREAS, The term of the contracts is for one year with the potential for four one-year renewals with each of the two firms, based upon performance ; and,

WHEREAS, Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Project Managers must identify scope and project specific funding to request services; and,

WHEREAS, Two firms were selected, the City will execute a separate contract with each firm;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the agreements for professional land surveying services yearly contract (RFQ No. 2020-15) by and between the City of Lee's Summit, Missouri and Affinis Corporation and Powell and Wilson & Company, Inc., generally for the purpose of professional land surveying services, true and accurate copies attached hereto as Exhibits "1" and "2" and incorporated by reference as if fully set forth herein, are hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-xxx

APPROVED by the Mayor of said city this _____ day of _____, 2019

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler-Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2020-015-1)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Affinis Corp. (hereinafter "Surveyor").

WITNESSETH:

WHEREAS, City desires to have an on-call professional land surveyor for land surveying services; and

WHEREAS, Surveyor has submitted a proposal for the on-call land surveying services and standard hourly rates and expenses to perform said services; and

WHEREAS, City desires to enter into an agreement with Surveyor to perform the services as aforementioned; and

WHEREAS, Surveyor represents that it is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY SURVEYOR**

Surveyor shall provide the following professional land surveying services to the City on an on-call basis ("On-Call Services"):

1. Provide land surveying services for projects designed by City staff including, but not limited to, horizontal and vertical control, topography, cross sections, profiles, contours, field locates, field utility information, property lines and as-built drawings.
2. Provide field survey data on reproducible media and in electronic file format compatible with the following:
 - a. AutoCAD 2018 or current version used by the City
 - b. All survey files completed with the current version of AutoCAD Civil 3D
 - c. Text files of surveys that include point number, northing, easting, elevation and feature codes.
3. Provide a copy of field notes or data collector information.
4. Provide legal boundary surveys.
5. Provide construction staking on projects where the City is responsible for this service.
6. Prepare legal descriptions and exhibits for property, right of way and easements to be acquired by the City, or that may already be owned by the City.

7. Miscellaneous surveying services as required by the City.
8. Emergency surveying services as required by the City.

**ARTICLE II
SERVICES TO BE PROVIDED BY SURVEYOR BY MODIFICATION OR
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Surveyor to provide professional land surveying services beyond those services authorized in Article I above. In the event Surveyor is engaged to provide additional services, City and Surveyor shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Surveyor and City, (b) compensation to the Surveyor for services to be provided, (c) required deliverables or products from the Surveyor to the City, and (d) completion times for said services. The compensation to be paid Surveyor pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Surveyor first entering into a written modification.

**ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Surveyor shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Department of Public Works Supervisory Engineer.

**ARTICLE IV
PAYMENTS TO THE SURVEYOR**

For the services performed by Surveyor pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Surveyor in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Surveyor according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Surveyor through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Surveyor, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Surveyor within a period not

to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
4. Report of monthly progress describing the services completed to date and projected completion time for the work.
5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from November 11, 2019 through November 11, 2020. City shall have the option to renew this Agreement at its discretion, for four (4) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Surveyor shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Surveyor shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE

The Surveyor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Surveyor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Surveyor's contract price.

B. NOTICE OF CLAIM

The Surveyor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Surveyor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Surveyor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Surveyor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Surveyor.

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Surveyor shall either:

Cover all sub-consultants in the Surveyor's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Surveyor and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

Any Surveyor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Surveyor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Surveyor for such assumed limits.

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Surveyor in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage

Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Lee's Summit, Missouri

H. AUTOMOBILE LIABILITY

Policy shall protect the Surveyor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on
Automobile Liability

I. WORKERS' COMPENSATION

This insurance shall protect the Surveyor against all claims under applicable state Workers' Compensation laws. The Surveyor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Surveyor nor has the City assessed the risk that may be applicable to the Surveyor.
2. The Surveyor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Surveyor.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Surveyor with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Surveyor warrants that Surveyor has not employed or retained any company or person, other than a bona fide employee working for the Surveyor, to solicit or secure this Agreement, and that Surveyor has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF LAND SURVEYING DOCUMENTS:** Payment by City to Surveyor as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Surveyor exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Surveyor.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Surveyor shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Surveyor and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
 - 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Surveyor for all services rendered up to the date of termination.
 - 2. Termination for Cause: This Agreement may also be terminated for cause by City or Surveyor. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Surveyor for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Surveyor up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Surveyor shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Surveyor but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Surveyor shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Surveyor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

Exhibit 1 to Bill / Ordinance

- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Surveyor shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Surveyor of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Surveyor's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Surveyor and consulting with him/her at such time. Conferences are to be held at the request of City or Surveyor.
- H. **SURVEYOR'S ENDORSEMENT:** Surveyor shall endorse all plans, specifications, estimates, and land surveying data furnished by him/her.
- I. **INSPECTION OF DOCUMENTS:** Surveyor shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Surveyor's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. **INDEMNIFICATION AND HOLD HARMLESS:** Surveyor shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Surveyor, or its employees, or sub consultants, in the performance of Surveyor's duties under this Agreement, or any supplements or amendments thereto to the extent permitted by the Constitution and the Laws of the State of Missouri.
- K. **LIMITATION OF LIABILITY:** In no event will City be liable to Surveyor for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Surveyor pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Surveyor will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional land surveying practices. If Surveyor fails to meet the foregoing standard, Surveyor will perform at its own cost, and without reimbursement from City, the professional land surveying services necessary to correct errors and omissions that are caused by Surveyor's failure to comply with above standard, and that are reported to Surveyor within one year from the completion of Surveyor's services for each individual project performed pursuant to this Agreement.
- M. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- O. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

Exhibit 1 to Bill / Ordinance

- Q. SAFETY: In the performance of its services, Surveyor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- R. ANTI-DISCRIMINATION CLAUSE: Surveyor and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- S. DELAY IN PERFORMANCE: Neither City nor Surveyor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Surveyor under this Agreement. Surveyor and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- T. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Surveyor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Surveyor.
- U. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Director of Public Works
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Surveyor shall be addressed to:

Affinis Corp.
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Surveyor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian W. Head, City Attorney

AFFINIS CORP.

BY: _____
TITLE: _____

ATTEST:



Exhibit "A"
City of Lee's Summit, MO
Land Survey On-Call Billing Rate Schedule
October 1, 2019- September 30, 2020

Professional Services	Billing Rate
Principal	\$260.00
Senior Project Manager	\$235.00
Project Manager	\$190.00
Senior Engineer II	\$185.00
Senior Engineer I	\$180.00
Engineer III	\$165.00
Engineer II	\$135.00
Engineer I	\$120.00
Intern Engineer (IE) II	\$115.00
Intern Engineer (IE) I	\$105.00
Construction Services Manager	\$155.00
Cost Estimator	\$130.00
Senior Cost Estimator	\$165.00
Project Representative II	\$130.00
Project Representative I	\$100.00
Design Technician II	\$140.00
Design Technician I	\$110.00
CADD Technician II	\$100.00
CADD Technician I	\$85.00
GIS Specialist	\$85.00
Land Surveyor III	\$175.00
Land Surveyor II	\$115.00
Land Surveyor I	\$110.00
Survey Crew Member II	\$105.00
Survey Crew Member I	\$80.00
One-Person Survey Crew	\$135.00
Project Related Support Services II	\$105.00
Project Related Support Services I	\$90.00
Equipment Charges	
Automobile Mileage	\$0.58/mile
Survey Vehicle Mileage	\$0.75/mile
Boat Rental	\$12.00/hour

**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2020-015-2)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company, Inc. (hereinafter "Surveyor").

WITNESSETH:

WHEREAS, City desires to have an on-call professional land surveyor for land surveying services; and

WHEREAS, Surveyor has submitted a proposal for the on-call land surveying services and standard hourly rates and expenses to perform said services; and

WHEREAS, City desires to enter into an agreement with Surveyor to perform the services as aforementioned; and

WHEREAS, Surveyor represents that it is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY SURVEYOR**

Surveyor shall provide the following professional land surveying services to the City on an on-call basis ("On-Call Services"):

1. Provide land surveying services for projects designed by City staff including, but not limited to, horizontal and vertical control, topography, cross sections, profiles, contours, field locates, field utility information, property lines and as-built drawings.
2. Provide field survey data on reproducible media and in electronic file format compatible with the following:
 - a. AutoCAD 2018 or current version used by the City
 - b. All survey files completed with the current version of AutoCAD Civil 3D
 - c. Text or Excel files of surveys that include point number, northing, easting, elevation and feature codes.
3. Provide a copy of field notes or data collector information.
4. Provide legal boundary surveys.
5. Provide construction staking on projects where the City is responsible for this service.
6. Prepare legal descriptions and exhibits for property, right of way and easements to be acquired by the City, or that may already be owned by the City.

7. Miscellaneous surveying services as required by the City.
8. Emergency surveying services as required by the City.

**ARTICLE II
SERVICES TO BE PROVIDED BY SURVEYOR BY MODIFICATION OR
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Surveyor to provide professional land surveying services beyond those services authorized in Article I above. In the event Surveyor is engaged to provide additional services, City and Surveyor shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Surveyor and City, (b) compensation to the Surveyor for services to be provided, (c) required deliverables or products from the Surveyor to the City, and (d) completion times for said services. The compensation to be paid Surveyor pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Surveyor first entering into a written modification.

**ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Surveyor shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Department of Public Works Supervisory Engineer.

**ARTICLE IV
PAYMENTS TO THE SURVEYOR**

For the services performed by Surveyor pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Surveyor in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Surveyor according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Surveyor through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Surveyor, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Surveyor within a period not

to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
4. Report of monthly progress describing the services completed to date and projected completion time for the work.
5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from November 11, 2019 through November 11, 2020. City shall have the option to renew this Agreement at its discretion, for four (4) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Surveyor shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Surveyor shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE

The Surveyor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Surveyor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Surveyor's contract price.

B. NOTICE OF CLAIM

The Surveyor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Surveyor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Surveyor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Surveyor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Surveyor.

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Surveyor shall either:

Cover all sub-consultants in the Surveyor's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Surveyor and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

Any Surveyor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Surveyor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Surveyor for such assumed limits.

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Surveyor in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage

Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Lee's Summit, Missouri

H. AUTOMOBILE LIABILITY

Policy shall protect the Surveyor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional insured on
Automobile Liability

I. WORKERS' COMPENSATION

This insurance shall protect the Surveyor against all claims under applicable state Workers' Compensation laws. The Surveyor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Surveyor nor has the City assessed the risk that may be applicable to the Surveyor.
2. The Surveyor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Surveyor.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Surveyor with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Surveyor warrants that Surveyor has not employed or retained any company or person, other than a bona fide employee working for the Surveyor, to solicit or secure this Agreement, and that Surveyor has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF LAND SURVEYING DOCUMENTS:** Payment by City to Surveyor as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Surveyor exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Surveyor.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Surveyor shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Surveyor and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
 - 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Surveyor for all services rendered up to the date of termination.
 - 2. Termination for Cause: This Agreement may also be terminated for cause by City or Surveyor. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Surveyor for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Surveyor up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Surveyor shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Surveyor but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Surveyor shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Surveyor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Surveyor shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Surveyor of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
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- K. **LIMITATION OF LIABILITY:** In no event will City be liable to Surveyor for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Surveyor pursuant to Article IV of this Agreement.
- L. **PROFESSIONAL RESPONSIBILITY:** Surveyor will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional land surveying practices. If Surveyor fails to meet the foregoing standard, Surveyor will perform at its own cost, and without reimbursement from City, the professional land surveying services necessary to correct errors and omissions that are caused by Surveyor's failure to comply with above standard, and that are reported to Surveyor within one year from the completion of Surveyor's services for each individual project performed pursuant to this Agreement.
- M. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
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- O. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

- Q. SAFETY: In the performance of its services, Surveyor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- R. ANTI-DISCRIMINATION CLAUSE: Surveyor and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- S. DELAY IN PERFORMANCE: Neither City nor Surveyor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Surveyor under this Agreement. Surveyor and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
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- U. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Director of Public Works
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Surveyor shall be addressed to:

Wilson & Company, Inc.
800 East 101st Terrace, Suite 200
Kansas City, MO 64131

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Surveyor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian W. Head, City Attorney

WILSON & COMPANY, INC.

BY: _____
TITLE: _____

ATTEST:

EXHIBIT A



CONFIDENTIAL

**WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS
SURVEY & MAPPING STANDARD RATE SCHEDULE**

23-Sep-19

CONTRACT LABOR CATEGORY	Hourly Rate	Overtime Rate
Principal	\$203.79	\$203.79
Project Manager /Surveyor, RPLS Sr	\$158.10	\$158.10
Sr. Survey Crew Chief	\$111.27	\$166.91
Survey Crew Chief	\$83.51	\$125.27
Field Technician III	\$61.26	\$91.89
Field Technician II	\$46.56	\$69.84
CADD Specialist, Sr	\$103.81	\$155.72
CADD Specialist, Mid Level	\$84.95	\$127.43
CADD Specialist, Jr	\$80.17	\$120.26
GIS Specialist / Remote Sensing, Sr	\$142.35	\$142.35
GIS Specialist / Remote Sensing, Mid Level	\$116.53	\$174.80
GIS Specialist / Remote Sensing, Jr	\$105.15	\$157.73
DIRECT EXPENSES		
	Rate	Unit
Travel and Subsistence		
Lodging	GSA	day
Meals	GSA	day
Miles (passenger vehicle)	GSA	mile
Equipment		
Survey Truck (fully Loaded)	\$ 0.95	mile
GPS	\$ 125.00	day
Robotic Total Station	\$ 125.00	day
ATV	\$ 85.00	day
Boat with Hydro Equip	\$ 175.00	day
3D Laser Scanner	\$ 600.00	day
Excavator	\$ 175.00	day
Survey Supplies	Actual	

CITY OF LEE'S SUMMIT
PURCHASING DIVISION
STANDARDIZED EVALUATION FORM

Final Composite Ranking Sheet for RFQ 2020-015 On Call Land Surveying Services

	Firm's Name City & State	Firm's Name City & State	Firm's Name City & State	Firm's Name City & State
RFQ No. 2017-302 Project: On Call Land Surveying Services	Affinis Corp.	Wilson & Co. Inc.	Renaissance Intrastructe Consulting (RIC)	Olsson
Final ranking of firms by evaluation committee	1st top ranking firm	2nd top ranking firm	3rd top ranking firm	4th top ranking firm
Criteria used to evaluate firms on interview presentation as follows:				
1. Experience and availability of key personnel	1	2	3	4
2. Experience on similar projects	1	3	2	4
4. Project Approach/Work Plan	1	2	3	4
5. Critical Issues	1	2	3	4
6. Solutions	1	3	4	3
LOWER NUMBER IS BETTER	5	12	15	19
Evaluation Committee reviewed Three (14) RFQ submittals, Ranked the top 4 firms*; Top 2 selected for contract award based on submittals; no interviews				
Committee generally concurred that 4 firms presented the best qualifications; signifant change in scope, capabilities, municipal experience, etc.				

Packet Information

File #: TMP-1384, **Version:** 1

An Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Issue/Request:

An Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Key Issues:

- Microad is a new variation of micro surface designed of heavily-traveled roads
- The new Microad System uses a different aggregate (granite) and polymer/emulsion, than traditional micro surface.
- The Microad System should produce in a longer-lasting surface seal that will stay darker longer

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Background:

The scope of this project included the application of 426,056 square yards of surface seal (micro surface) in 25 areas throughout the City. The Microad System will be utilized on Todd George Parkway between McKee Lane and Tudor Road, which is 5% of project total project. Microad system is an enhanced micro surface process that uses a granite aggregate and modified polymer/emulsion mixture. The combination of aggregate and chemicals is designed to produce a longer lasting seal coat that should reduce the long-term maintenance cost. The granite will be black granite so the seal coat will stay darker longer. The dark aggregate reduces glare and speeds up snow melt.

Additional time is needed to facilitate equipment mobilization and importing aggregate from Farmington, MO. An additional ten (10) days will be added to the contract to account for this additional work.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

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Other Information/Unique Characteristics:

[Enter text here]

Vince Schmoeger, Project Manager

Recommendation: Staff recommends approval an Ordinance approving Change Order #2 to the contract with Vance Brothers, Inc. for the Surface Seal 19/20 project, for an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 19-xxx

AN ORDINANCE APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH VANCE BROTHERS, INC. FOR THE SURFACE SEAL 19/20 PROJECT, FOR AN INCREASE OF \$10,208.00 FOR A REVISED CONTRACT PRICE OF \$1,107,780.35 AND AN INCREASE OF 10 CALENDAR DAYS TO REACH SUBSTANTIAL AND FINAL COMPLETION.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with Vance Brothers Inc., for the Surface Seal 19/20 project, being undertaken by the City's Public Works Department; and,

WHEREAS, Microad is a new variation of micro surface designed for heavier traveled roads; and,

WHEREAS, Microad System uses a different aggregate (granite) and polymer/emulsion, than traditional micro surface.; and,

WHEREAS, an additional 10 calendar days will be added to the contract to complete this work.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Change Order No. 2 to the contract between the City of Lee's Summit, Missouri and Vance Brothers, Inc.. for the Surface Seal 19/20 project, an increase of \$10,208.00 for a revised contract price of \$1,107,780.35 and an increase of 10 calendar days to reach substantial and final completion, a true and accurate copy attached hereto as Change Order No. 2 and incorporated by reference as if fully set forth herein, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-xxx

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes



Lee's Summit

Change Order Details

Surface Seal 19-20

Description	Application of APWA Type I (ISSA Type II) Improved Street Micro-Surface to streets or segments of streets as specified by the Owner, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work. Project No. 324-19/20 (slurry) PO# 124407 NOTE: Appia Notice to Proceed date represents the contract Notice of Award. Appia Construction Start Date represents the project Notice to Proceed as defined in the contract.
Prime Contractor	Vance Brothers, Inc. 5201 Brighton Kansas City, MO 64130-0107
Change Order	2
Status	Pending
Date Created	09/27/2019
Type	City Council Approval
Summary	Microad System on Todd George
Change Order Description	Microad System is a new enhanced micro surfacing product that uses granite rock and different polymer/emulsion than standard micro surfacing. The black granite is hauled in from Farmington Mo.
Awarded Project Amount	\$1,061,749.75
Authorized Project Amount	\$1,107,780.35
Change Order Amount	\$10,208.00

Revised Project Amount \$1,117,988.35

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Surface Seal 19/20									
0001	2.01	SY	\$2.440	444,921.000	\$1,085,607.24	-23,200.000	-\$56,608.00	421,721.000	\$1,028,999.24
Type II Micro Surfacing									
Reason: Will be replaced with the Microad System									
1 item			Totals		\$1,085,607.24		-\$56,608.00		\$1,028,999.24

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Surface Seal 19/20					
0020	65C - Microad System	SY	23,200.000	\$2.880	\$66,816.00
Microad System is an new enhanced micro surfacing product that uses granite rock and different polymer/emulsion than standard micro surfacing.					
1 item					Total: \$66,816.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	90.0 Days	97.0 Days	10.0 Days	107.0 Days
Substantial Completion				
Reason: Staging for Microad System				
1 time limit				

Attachments

Document	Name	Description	Submission Date
Copy_of_Email_Request.png	Microad System Email from Vance Brothers, Inc	Email detailing price increase for Microad System and an increase in construction time.	09/27/2019 08:14 AM CDT
1 attachment			