



The City of Lee's Summit
Final Agenda
Public Works Committee

Tuesday, October 17, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
5. PUBLIC COMMENTS
4. APPROVAL OF ACTION LETTER
 - A. [2017-1479](#) Approval of the August 15, 2017 Action Letter
6. BUSINESS
 - A. [TMP-0674](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO PORTIONS OF THE CITY'S RIGHTS-OF-WAY WITHIN DOWNTOWN LEE'S SUMMIT.
 - B. [TMP-0675](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS VARIOUS ROUTES, VARIOUS COUNTIES, JOB J4P3214B, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

- D. [TMP-0653](#) 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 \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.
- E. [TMP-0654](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.
- F. [TMP-0656](#) AN ORDINANCE AWARDED BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.
- G. [TMP-0655](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17.
- H. [TMP-0673](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE CONSTRUCTION OF LEE'S SUMMIT ROAD IMPROVEMENTS FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI
7. ROUNDTABLE
8. 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 Internet site at "www.cityofls.net".

Packet Information

File #: 2017-1479, **Version:** 1

Approval of the August 15, 2017 Action Letter

Issue/Request:

Approval of the August 15, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated August 15, 2017.



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

Tuesday, August 15, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

The August 15, 2017 Public Works Committee meeting was called to order by Chairman Faith, at 5:33 p.m. at City Hall, 220 SE Green Street, 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.

2. ROLL CALL

Present: 4 - Councilmember Rob Binney
Chairperson Craig Faith
Councilmember Diane Seif
Vice Chair Fred DeMoro

3. APPROVAL OF AGENDA

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Seif, to approve the agenda as posted. The motion carried by a unanimous vote.

4. APPROVAL OF ACTION LETTER

A. [2017-1417](#) Approval of the July 18, 2017 Action Letter

ACTION: A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, to approve the July 18, 2017 Action Letter as submitted. The motion carried by a unanimous vote.

5. PUBLIC COMMENTS

None

6. BUSINESS

A. [BILL NO. 17-189](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE STONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION

Public Works Committee

Action Letter

August 15, 2017

OF THE CITY'S RIGHTS-OF-WAY ALONG STONEY CREEK DRIVE. (PWC 8-15-17)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

- B.** [BILL NO. 17-194](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH URETEK, USA, INC. FOR PROVIDING SOIL STABILIZATION AND PAVEMENT LIFTING SERVICES IN THE AMOUNT OF \$129,600, AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2018 FROM THE CAPITAL IMPROVEMENT SALES TAX AND TRANSPORTATION SALES TAX. (PWC 8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

ACTION: A motion was made by Vice Chair DeMoro, seconded by Councilmember Seif, that this Ordinance be forwarded without recommendation to the City Council. The motion carried by a unanimous vote.

- C.** [BILL NO. 17-195](#) AN ORDINANCE APPROVING CHANGE ORDER #4 TO THE CONTRACT WITH WIEDENMANN INC., PROJECT NO. 20231683-C, FOR THE WATER MAIN REPLACEMENT FY16, AN INCREASE OF \$249,656.50 AND AN ADDITIONAL 25 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$1,915,176.59 AND 245 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 275 CALENDAR DAYS TO REACH FINAL COMPLETION. (PWC 8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

ACTION: A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, that this Ordinance be forwarded without recommendation to the City Council. The motion carried by a unanimous vote.

- D.** [BILL NO. 17-196](#) AN ORDINANCE APPROVING CHANGE ORDER #9 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION, LLC FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF \$69,387.59 FOR A REVISED CONTRACT PRICE OF \$6,548,497.53. (PWC 8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

ACTION: A motion was made by Vice Chair DeMoro, seconded by Councilmember Seif, that this Ordinance be forwarded without recommendation to the City Council. The motion carried by a 3-1 vote (Councilmember Binney "No").

- E.** [BILL NO. 17-197](#) AN ORDINANCE APPROVING CHANGE ORDER #2 - WITH PCI ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$66,256.80 FOR A REVISED CONTRACT PRICE OF \$514,673.85. (PWC 8-15-17)

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(NOTE: First reading - City Council - August 24, 2017.)

ACTION: A motion was made by Councilmember Seif, seconded by Vice Chair DeMoro, that this Ordinance be forwarded without recommendation to the City Council. The motion carried by a 3-1 vote (Councilmember Binney "No").

F. [BILL NO. 17-198](#)

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 3 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND OLSSON ASSOCIATES ENGINEERING, INC. FOR THE SERVICES RELATED TO COATING DESIGN AND BIDDING AT WOODS CHAPEL, HOOK, SCHERER, AND RANSON WATER TOWERS IN THE AMOUNT OF \$56,762 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH OLSSON ASSOCIATES ENGINEERING, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 8-15-17)

(NOTE: First reading - City Council - August 24, 2017.)

ACTION: A motion was made by Vice Chair DeMoro, seconded by Councilmember Seif, that this Ordinance be forwarded without recommendation to the City Council. The motion carried by a unanimous vote.

G. [2017-1423](#)

Continued discussion with Kansas City on a cost sharing agreement to operate the North Recycling Center.

Mr. Chris Bussen, Solid Waste Superintendent, gave a brief overview of the proposed contract with City of Kansas City to re-open the North Recycling Center. General discussion ensued.

There was a general concensus to pursue the agreement if funding is available. This topic was sent to the Finance and Budget Committee for funding options.

H. [2017-1405](#)

Information regarding planned KCPL Residential Lighting LED installation project.

Mr. Michael Park, City Traffic Engineer, provided information and additional details regarding KCP&L's plan to switch out all streetlights to LED bulbs and how it could impact private lighting requests. General discussion ensued.

7. ROUNDTABLE

Councilmember Binney asked for project updates on the Pinetree Village storm sewer, Ward Road, 3rd Street (Pryor Road to Murray Road) and Chipman Road (View High to Bent Tree). Ms. Dena Mezger, Director of Public Works, provided updates on each project.

Chairman Faith asked what graffiti protection is. Ms. Dena Mezger

Public Works Committee

Action Letter

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provided an explanation of the product.

Chairman Faith asked to have the funding sources for stormwater and the CIP prioritization on a future agenda. Ms. Mezger replied that meetings with stakeholders will need to happen before discussions on funding stormwater can move forward. Chairman Faith asked if a list of stakeholders could be provided to the Committee at the next meeting.

Mr. Chris Bussen announced that there is now a private hauler offering curbside glass recycling to the residents of Lee's Summit for a nominal fee.

8. ADJOURNMENT

The August 15, 2017 Public Works Committee meeting was adjourned by Chairman Faith at 6:49 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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Packet Information

File #: TMP-0674, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO PORTIONS OF THE CITY'S RIGHTS-OF-WAY WITHIN DOWNTOWN LEE'S SUMMIT.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO PORTIONS OF THE CITY'S RIGHTS-OF-WAY WITHIN DOWNTOWN LEE'S SUMMIT.

Key Issues:

- Downtown Lee's Summit Main Street is proposing bicycle racks, pedestrian benches, signage, street furniture and other appurtenances within the City right-of-way at various locations in the downtown area.
- Locating the proposed improvements within the right-of-way provides optimal access for use and visibility.
- Some locations outside of right-of-way are not possible due to existing building constraints within the downtown area along downtown streets.
- Downtown Lee's Summit Main Street has asked permission to construct or install improvements within the City's right-of-way.
- The construction/installation and maintenance of these improvements are subject to a license agreement.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO PORTIONS OF THE CITY'S RIGHTS-OF-WAY WITHIN DOWNTOWN LEE'S SUMMIT.

Background:

Downtown Lee's Summit Main Street desires to provide bicycle racks, pedestrian benches, signage, street furniture and other possible appurtenances within the downtown area to support a more walkable and bike-able environment. Downtown Lee's Summit Main Street completed a study and developed a plan, in coordination with BikeWalkKC, to identify the type and location of such improvements. Downtown Lee's Summit Main Street will procure the improvements, install, construct, and maintain the items installed as part of this agreement. The effective use of these improvements require placement into the right-of-way. Such an encroachment into the right-of-way is subject to the City's standard license agreement.

The proposed license agreement provides sufficient areas for the locations of the improvements and maintenance.

Impact/Analysis:

There is no real impact on normal municipal operations due to the approval of the license agreement. It is consistent with similar agreements currently in place. The agreement ensures the City's right to review and approve the improvements, maintenance, location, conflicts, public safety and other impacts as well as preserves City ability to have these improvements maintained or removed if problems arise.

Timeline:

Work would occur at the discretion of the licensee and subject to applicable permits (e.g. right-of-way permit) approved by the City.

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO PORTIONS OF THE CITY'S RIGHTS-OF-WAY WITHIN DOWNTOWN LEE'S SUMMIT.

Committee Recommendation:

BILL NO. 17-

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO PORTIONS OF THE CITY'S RIGHTS-OF-WAY WITHIN DOWNTOWN LEE'S SUMMIT.

WHEREAS, the City presently owns rights-of-way described in the attached License Agreement; and,

WHEREAS, the City desires to license to Downtown Lee's Summit Main Street Inc., and Downtown Lee's Summit Main Street Inc. desires to license from the City, the property described in the attached License Agreement for the purpose of installing and maintaining various improvements principally in support of bicyclists and pedestrians (generally non-motorized transportation uses).

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

SECTION 1. That the License Agreement between Downtown Lee's Summit Main Street, and the City of Lee's Summit, Missouri, attached hereto and incorporated by reference, is hereby approved and the Mayor is 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 approval.

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this ____ day of _____, 2017.

ATTEST:

Mayor *Randall L. Rhoads*

Deputy City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter called "City"), and Downtown Lee's Summit Main Street (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, City presently owns real property described in paragraph 1 below ("Licensed Premises"); and

WHEREAS, City desires to license to Licensee and Licensee desires to license from City the Licensed Premises for the purpose of constructing and maintaining certain improvements as described below ("Improvements") and to use the Licensed Premises for such construction, maintenance and access to such improvements ("Licensed Uses").

NOW, THEREFORE, City, in consideration of the obligations hereby assumed by Licensee, hereby licenses and authorizes Licensee, its officers, members, contractors, agents, and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for the construction and maintenance of the Improvements and for the Licensed Uses, subject to the following:

1. LICENSED PREMISES. The Licensed Premises referenced in this Agreement are legally described as:

Bike Rack Locations

Northeast corner of Third St and Market St.
Sidewalk in front of History Museum
Grass next to Amtrak station
Sidewalk on southeast side of Depot Building
Sidewalk in front of Main Slice
Sidewalk in front of Whistle Stop
Northwest corner of Third St and Douglas St.
Southwest corner of Third St and Douglas St.
Sidewalk in front of Good Life Yoga + Tea
Sidewalk in front of Frankie Farelane's
Northeast corner of Douglas St and Fourth St.
South side of City Hall on Third St.
Southeast corner of Farmers Market Lot

Adopt and Alley Signage

Bridge Space to Second St.
Market St to the LS History Museum, and east of Grains and Taps
4th St to 3rd St., Parallel to SW Main, behind Konrad's
4th St to 3rd St, from Blue Heron to Stuey's
3rd St to 2nd St, from Bricks to Edward Jones
4th St to 4rd St, behind VFW
3rd St to 2nd St, behind City Hall, and Douglas to alley behind Neighborhood Cafe
Douglas to Green St, next to Vogue Condos

2. USE OF LICENSED PREMISES. Licensee, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction and maintenance of, and access to, the Improvements and for the Licensed Uses. The Improvements on the Licensed Premises shall comply with all ordinances of the City and are subject to approval of the City. Improvements to be allowed, subject to such approval, as Licensed Uses are:

Bike racks and adopt-an-alley signage.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except as specifically allowed by paragraph 2, Licensee, its officers, members, contractors, agents, and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. MAINTENANCE. Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises and the Licensed Premises, at all times during the continuation of this Agreement. In the event Licensee fails to maintain the Improvements and Licensed Premises as set forth herein, City reserves the right to revoke this Agreement pursuant to paragraph 8 hereof and remove, at its option and Licensee expense, the Improvements on the Licensed Premises. Said maintenance shall include without limitation:

A. UPKEEP. The upkeep of the Improvements to the Licensed Premises and the Licensed Premises in a sightly and litter-free condition, as facilitated by the City conducting regular inspections of the Licensed Premises for removal of debris.

B. WEEDING, MOWING, ETC. The performance of any other action, including without limitation, the weeding and mowing of the Licensed Premises, which will ensure that the Licensed Premises shall remain in a sightly condition.

5. RESTRICTION AS TO WASTE. Licensee shall not, except so far as may be reasonably necessary for the maintenance of the Improvements on the Licensed Premises and the Licensed Premises as aforesaid, commit or permit any waste thereon, and in particular Licensee shall not without the permission in writing of City cut down or destroy or injure any bushes or trees. Licensee shall be liable for any damage done to the Licensed Premises, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises on behalf of Licensee pursuant to the terms of this Agreement.

6. GENERAL INDEMNITY.

A. GENERAL. Licensee shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Licensee or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that

Licensee need not save harmless the City from claims, demands, losses and expenses (A) to the extent arising out of the sole negligence or misconduct of the City, its employees, agents, or contractors or (B) to the extent the claim, demand, loss, or expense is actually paid by insurance proceeds received by or for the City from its insurance coverages.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Licensee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Licensee. The City does not, and shall not, waive any rights against Licensee which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by Licensee, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by Licensee shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity hereunder, Licensee shall immediately notify the City of any and all claims filed against Licensee or Licensee and the City jointly, and shall provide the City with a copy of the same.

D. CHALLENGES TO CONTRACT. Licensee shall indemnify, defend and hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the City with respect to the validity of the terms and conditions of this Agreement.

E. USE OF INDEPENDENT CONTRACTORS. The fact that Licensee carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, Licensee's duty of defense and indemnification under this section.

7. INSURANCE.

A. GENERAL PROVISIONS. Licensee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Agreement remains in effect, and in recognition of the indemnification provisions set forth above, Licensee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Licensee and the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Licensee, or any person acting on their behalf, under this Agreement, including, but not limited to, Licensee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Licensee shall, during the term of this Agreement, keep on file with the Clerk of the City a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by Licensee, or an employee or officer of Licensee who has knowledge of

Licensee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations.

B. LIMITS AND COVERAGE.

(1) Commercial General Liability:

(a) In an amount of at least the Missouri sovereign immunity monetary liability limit for (i) all claims arising out of a single occurrence and (ii) for any one person in a single accident or occurrence as set forth in Missouri Revised Statutes section 537.610, for bodily injury and property damage, for the current year.

(b) \$2,000,000 products and completed operations aggregate.

(2) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

*City does not need to be named as an additional insured for automobile liability.

(3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption.

(4) Employer's Liability: Minimum \$2,000.00 each occurrence.

(5) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of at least the current Missouri sovereign immunity monetary liability limit for (i) all claims arising out of a single occurrence and (ii) for any one person in a single accident or occurrence as set forth in Missouri Revised Statutes section 537.610 for each occurrence and aggregate, for the current year; at least as broad as the underlying general liability, automobile liability and employer's liability.

(6) The following endorsements shall attach to the policy:

(a) The policy shall cover personal injury as well as bodily injury.

(b) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(c) Broad form property damage liability shall be afforded.

(d) The City shall be listed as an additional insured.

(e) Standard form of cross-liability shall be afforded.

(f) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

C. USE OF CONTRACTORS AND SUBCONTRACTORS. Licensee shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under paragraph 7(B) of this License Agreement. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approval thereof by the City.

D. WORKERS' COMPENSATION. Licensee shall ensure that all contractors or subcontractors performing work for Licensee obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, Licensee shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims of such employees arising out of occurrences during work performed hereunder. Licensee hereby indemnifies the City for any damage resulting to it from failure of either Licensee or any contractor or subcontractor to obtain and maintain such insurance. Licensee further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. Licensee shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

8. REVOCATION. Notwithstanding any provision of this Agreement to the contrary, City may cancel this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon sixty (60) days advance notice in writing, provided, however, no advance notice is required if Licensee shall break any of the conditions or obligations herein contained. Licensee may cancel this Agreement at any time upon sixty (60) days advance notice in writing. No such termination by Licensee shall negate any rights or obligations of the parties accrued through the date of such termination. In the event Licensee elects to terminate this Agreement, the City reserves the right to remove, at the City's option, and at the expense of Licensee, all Improvements on the Licensed Premises.

9. CONSTRUCTION OF AGREEMENT.

A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the City, subject only to any advance written notice of revocation required by paragraph 8.

B. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

10. UNASSIGNABLE. The license created by this Agreement is solely for Licensee, its officers, members, servants, agents and guests and no others. Neither the license nor this Agreement, in whole or part, is assignable, except that at the request of Licensee, the City will consider assigning this Agreement to a home or property owner association.

11. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraph 8 shall not be affected thereby and each term and provision of said paragraph 10 shall be valid and enforced to the fullest extent permitted by law.

12. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

and notices to Licensee shall be addressed to:

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 item shall be considered received the third day after the date of mailing.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

CITY OF LEE'S SUMMIT, MISSOURI

Mayor

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this ____ day of _____, 201____, before me, A Notary Public in and for said County and State, personally appeared:

Randall L. Rhoads, Mayor

To me personally known, who being by me duly sworn, did say that she is the Mayor, and said Denise R. Chisum is the City Clerk of the CITY OF LEE’S SUMMIT, a Municipal Corporation that executed the foregoing instrument and that said instrument was signed, sealed and delivered in the name and on behalf of said municipal corporation by authority of its City Council, and said Mayor acknowledges said deed to be the free act and deed of said municipal corporation.

Notary Public Signature

Printed or Typed Name

My Commission Expires:

[licensee name]

By: _____
Printed: _____
Title: _____

STATE OF MISSOURI
COUNTY OF JACKSON

On this ____ day of _____, **201**__, before me appeared _____(name), to me personally known, who, being by me duly sworn did say that he or she is the _____(position) of _____ (name of corporation), and that said instrument was signed on behalf of said [LLC, corporation, Association type of entity] by authority of its board of directors or other authorizing officers, and said _____ (name) acknowledged said instrument to be the free act and deed of said [limited liability company, partnership, association, corporation]

Notary Public Signature

Printed or Typed Name

My Commission Expires:

Packet Information

File #: TMP-0675, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS VARIOUS ROUTES, VARIOUS COUNTIES, JOB J4P3214B, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS VARIOUS ROUTES, VARIOUS COUNTIES, JOB J4P3214B, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Key Issues:

- The Missouri Department of Transportation (MoDOT) will be installing a traffic signal communications network along Todd George Parkway between US 50 Highway and 5th Terrace.
- This project is scheduled to begin construction in Spring of 2018.
- The project work will be done in both City and MoDOT rights-of-ways, during which the portions of the City roads impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction, and then will be returned to the City upon completion.
- An agreement between the City and MoDOT is necessary for the construction and maintenance of these improvements.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS VARIOUS ROUTES, VARIOUS COUNTIES, JOB J4P3214B, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Background:

There are several traffic signal controlled intersections along Todd George Parkway from US 50 Highway to 5th Terrace. Some of those traffic signals are MoDOT's, whereas some signals within the project area are owned and maintained by the City of Lee's Summit. These traffic signals are close in proximity and their operation should be coordinated. Traffic signal coordination generally requires a communication network for improved

operations and efficiencies. The existing communication network connecting these traffic signal controlled intersections is limited and outdated. MoDOT intends to install a new traffic signal communication network (fiber optic lines) along the corridor between US 50 Highway and 5th Terrace, connecting to each traffic signal in the work area. Work will start in the Spring of 2018.

Impact/Analysis:

This is a typical municipal agreement between the City and MoDOT with regard to MoDOT improvements. This agreement will allow MoDOT to work on City right-of-way and take temporary ownership of City right-of-way for the construction of improvements. The City is required to retain its existing interest in City right-of-way upon completion of the project. There is no permanent right of way exchange on this project or exchange of funds.

..Presenter

Presenter: Michael Park, City Traffic Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS VARIOUS ROUTES, VARIOUS COUNTIES, JOB J4P3214B, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation:

BILL NO. 17-

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS VARIOUS ROUTES, VARIOUS COUNTIES, JOB J4P3214B, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Missouri Department of Transportation (MoDOT) will be installing a traffic signal communication network along Todd George Parkway between US 50 Highway and 5th Terrace; and,

WHEREAS, this project will begin construction in Spring of 2018; and,

WHEREAS, the project work will be done in both City and MoDOT rights-of-ways, during which the portions of the City roads impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction, and then will be returned to the City upon completion; and,

WHEREAS, an agreement between the City and MoDOT is necessary for the construction and maintenance of these improvements.

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

SECTION 1. That the Municipal Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission for construction and maintenance activities related to various routes, various counties, Job J4P3214B, within the city limits of Lee's Summit, Missouri, a true and accurate copy being attached hereto and incorporated herein by reference, be and the same is hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. 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 _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

BILL NO. 17-

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/17 (AR)
Modified:

Municipal Agreement
Route: Jackson
County: Todd George Parkway
Job No.:J4P3214B
2017-08-39062

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Various Routes, Various Counties, Job No. J4P3214B shall consist of upgrading existing or installing new devices to provide communications for signals.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at the intersection of Todd George Parkway and Blue Parkway in a generally northerly direction along Todd George Parkway to the intersection of 5th Terrace. Length of improvement within city is approximately 0.4 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4P3214B.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No J4P3214B or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such

removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or

permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and

maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City 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.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Kansas City District 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.

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

(27) NOTICES: 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 or facsimile delivery, addressed as follows:

(A) To the City:

Dena Mezger
Director of Public Works
City of Lee's Summit
220 SE Green St
Lee's Summit, MO 64063
(816) 969-1800

(B) To the Commission:

Brian Kidwell
District Engineer, Kansas City District
Missouri Department of Transportation
600 NE Colbern Rd
Lee's Summit, MO 64086
(816) 607-2281

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile 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 facsimile transmission of that document.

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

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

(30) 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.

(31) 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 Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

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

Executed by the City this ____ day of _____, 2017.

Executed by the Commission this ____ day of _____, 2017.

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:

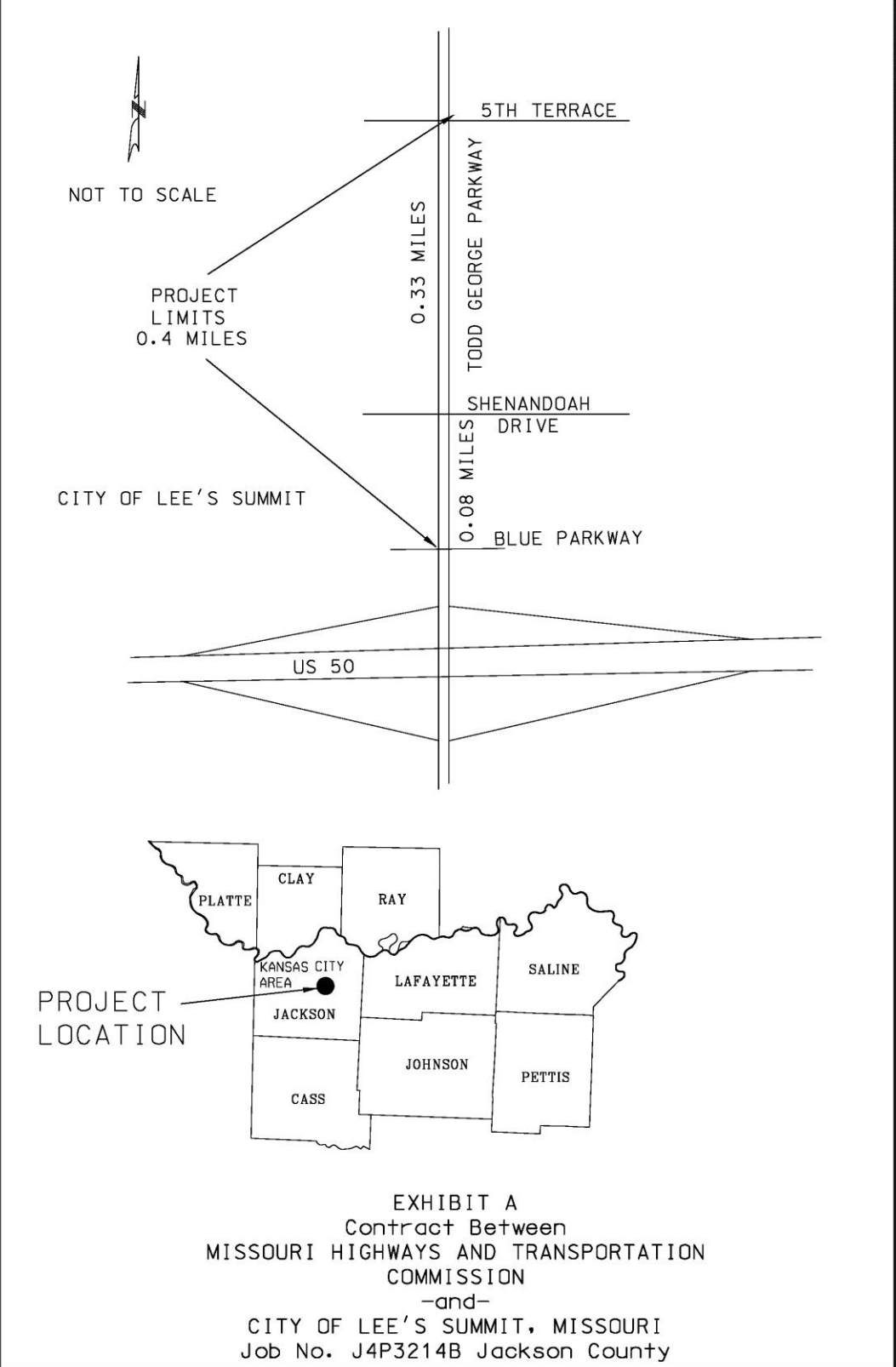
Commission Counsel

By: _____

Title: _____

Ordinance Number _____

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



J:\43214B LeeSummit\Agreement_ExhibitA.dwg 12/08/22 PM 8:27:20

EXHIBIT A
 Contract Between
 MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION
 -and-
 CITY OF LEE'S SUMMIT, MISSOURI
 Job No. J4P3214B Jackson County

Packet Information

File #: TMP-0653, **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 \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

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 \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

- This grant is for \$6,234,005.00, 90% to construction and extend taxiway A, taxiway lighting and signage.
- An additional grant of \$346,333.00 (5%) from the State Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to fund this project.
- Local matching funds of \$346,333.00 (5%) are required.

Proposed Committee Motion:

I move to recommend to City Council 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 \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The taxiway is to be extended to match the extended runway and relocated to 400' from Runway 18-36 as shown on the Airport Layout Plan which is the standard separation distance for a Class C runway. This project will also provide for the demolition of the first two rows of T Hangers, replacement hangers are currently under design from a separate project.

This State Block grant is in the amount of \$6,234,005.00, funding 90% of the cost of the construction and inspection for this project. Local matching funds of \$346,333.00, 5% of the project cost are required and are available from the Airport Capital Improvement Plan. An additional 5% of the project cost, \$346,333.00, will

come from a State Airport Aid Agreement.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: December 31, 2018

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Curt Powelson, Right-of-Way Agent

Recommendation:

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 \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Committee Recommendation:

The Board of Aeronautic Commissioners voted unanimously 6-0 to recommend 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 \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

BILL NO. _____

ORDINANCE NO. _____

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 \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, this State Block Grant Agreement is in the amount of \$6,234,005.00 (funding 90% of the cost to relocate, construct and extend taxiway A, taxiway lighting and signage) and is to be used for the costs of the Project; and

WHEREAS, State matching funds of \$346,333.00 (5% of the Project cost) are required and are available from the Missouri Highway and Transportation Commission; and

WHEREAS, local matching funds of \$346,333.00 (5% of the Project cost) are required and are available from the Airport Construction Fund.

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, Missouri of the State Block Grant Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Relocate, Construct and Extend Taxiway A, Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

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 _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Counsel of
Infrastructure and Zoning
Office of the City Attorney

CCO FORM: MO04
Approved: 03/91 (KR)
Revised: 03/17 (MWH)
Modified: 08/17 (MWH)

Sponsor: City of Lee's Summit
Project No.: 16-109A-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
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61. SPECIAL CONDITIONS

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- Certificate of sponsor's attorney

Sponsor: City of Lee's Summit
Project No.: 16-109A-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:

Relocate and Extend Taxiway A; Taxiway Lighting and Signage;

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, 2018. 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 Six Million Two Hundred Thirty-Four Thousand Five Dollars (\$6,234,005) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(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 Three Hundred Forty-Six Thousand Three Hundred Thirty-Three Dollars (\$346,333).

(A) The amount of matching funds stated above represents fifty percent (50%) of the estimated local match required for the eligible project costs. The remaining Three Hundred Forty-Six Thousand Three Hundred Thirty-Three Dollars (\$346,333) will be paid with funds from a grant provided under the Commission's airport aid program pursuant to section 305.230.4(1) RSMo.

(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 15, 2017 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: Mr. Bob Hartnett
Deputy Director of Public Works
City of Lee's Summit
220 SE Green
Lee's Summit, MO 64063
(816) 969-1800
(816) 969-1809 FAX
email address: 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) 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;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

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).

(36) 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).

(37) 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>).

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

(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) 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.

(44) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(45) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(46) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to any AIP standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not

complied with their certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP.

(47) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(48) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(49) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(50) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(51) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(52) NOTICE TO PROCEED: After the Commission receives copies of the

executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(53) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(54) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(55) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(56) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than

one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(57) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(58) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(59) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(60) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. 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. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

(61) 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) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

(C) 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.

(D) 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.

(E) 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.

(F) 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.

(G) 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.

(H) Environmental: The environmental approval for this project was issued on March 20, 2000. This project includes the following mitigation measures:

Mitigative site preparation, construction and post-construction measures; compliance with the Environmental Protection Agency's National Pollutant Discharge Elimination System General Permit prior to the initiation of project construction activities; and incorporation of Best Management Practices to reduce erosion, minimize sedimentation and control non-storm water discharges. These mitigation measures are documented within the March 20, 2000 Environmental Assessment in more detail. Other mitigation measures relating to the project were completed in conjunction with other previous projects.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

(I) Pavement Maintenance Management Program: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Types of pavement; and

iv. Year of construction or most recent major rehabilitation.

b. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

A. Inspection date;

B. Location;

C. Distress types; and

D. Maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(J) Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five year period following the completion of this project unless the Commission determines that the rehabilitation or reconstruction is required for safety reasons.

(K) Projects Which Contain Paving Work in Excess of \$250,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and/or Commission specifications. The program must include at a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality

control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

3. Failure to provide a complete report as described in Subparagraph (B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(L) Lighting: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable Commission and FAA standards.

(M) Small Airport Fund: The source of this grant may include funding from the Small Airport Fund.

[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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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).¹
- 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 Procedures 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 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 requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

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:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- 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.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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 non-discrimination 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 non-discrimination 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.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. 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.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

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	Obstruction Marking and Lighting
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
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
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	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	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, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	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
150/5340-30H	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 Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	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
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
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
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
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

Packet Information

File #: TMP-0654, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

- This grant is for \$346,333.00 (5%) from the State Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to fund this project.
- The majority of the money for this project is \$6,234,005.00, 90% will come from the Federal State Block Grant for the construction to relocate and extend taxiway A, Taxiway lighting and signage.
- Local matching funds of \$346,333.00 (5%) are required.

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, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The taxiway is to be extended to match the extended runway and relocated to 400' from Runway 18-36 as shown on the Airport Layout Plan which is the standard separation distance for a Class C runway. This project will also provide for the demolition of the first two rows of T Hangars. Replacement Hangars are currently under design from a separate project.

This Airport Aid Agreement is in the amount of \$346,333.00, funding 5% of the cost of the construction and inspection for this project. Local matching funds of \$346,333.00, 5% of the project cost are required and are available from the Airport Capital Improvement Plan. 90% of the project cost, \$6,234,005.00, will come from a

State Block Grant.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: December 31, 2018

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Curt Powelson, Right-of-Way Agent

Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Committee Recommendation:

The Board of Aeronautic Commissioners voted unanimously 6-0 to recommend approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, this grant is for \$346,333.00 (5%) from the State Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to relocate, construct and extend taxiway A, taxiway lighting and signage) and is to be used for the costs of the Project;

and

WHEREAS, the majority of the money for this project is \$6,234,005.00, 90% will come from the Federal State Block Grant for the construction to relocate and extend taxiway A, Taxiway lighting and signage; and

WHEREAS, local matching funds of \$346,333.00 (5% of the Project cost) are required and are available from the Airport Construction Fund.

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, Missouri hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, Missouri of the Missouri Highways and Transportation Commission Airport Aid Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Relocate, Construct and Extend Taxiway A, Taxiway Lighting and Signage at the Lee's Summit Municipal Airport.

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 _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Counsel of
Infrastructure and Zoning
Office of the City Attorney

CCO Form: MO01
Approved: 02/94 (MLH)
Revised: 05/17 (MWH)
Modified: 08/17 (MWH)

Sponsor: City of Lee's Summit
Project No.: AIR 166-109A

**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 October 12, 2016, and specifically described as follows:

Relocate and Extend Taxiway A; Taxiway Lighting and Signage;

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 Three Hundred Forty-Six Thousand Three Hundred Thirty-Three Dollars (\$346,333), which is equal to fifty percent (50%) of the match required for Sponsor's State Block Grant for Project 16-109A-1; 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) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2018. 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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 (7)(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.

(8) 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.

(9) 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.

(10) 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.*).

(11) 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.

(12) 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

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

(19) 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.

(20) 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.

(21) 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.

(22) 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.

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

(24) 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.

(25) 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.

(26) 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.

(27) 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.

(28) 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.

(29) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required on the airport will conform to Federal Aviation Administration (hereinafter, "FAA") regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

[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-0656, **Version:** 1

AN ORDINANCE AWARDDING BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Issue/Request:

AN ORDINANCE AWARDDING BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Key Issues:

- Bids for the project to Construct, Relocate and Extend Taxiway A, Taxiway Lighting and Signage were received in May 2017.
- This project includes construction of the concrete pavement for Taxiway A.
- A State Block grant is in the amount of \$6,234,005.00, funding 90% of the cost of the construction and inspection for this project has been received.
- Local matching funds of \$346,333.00, 5% of the project cost are required and are available from the Airport Capital Improvement Plan.
- An additional 5% of the project cost, \$346,333.00, will come from a State Airport Aid Agreement.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AWARDDING BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Background:

The taxiway is to be extended to match the extended runway and relocated to 400' from Runway 18-36 as shown on the Airport Layout Plan which is the standard separation distance for a Class C runway. This project will also provide for the demolition of the first two rows of T Hangars. Replacement Hangars are currently under design from a separate project.

This project was bid in May 2017, 3 bids were received with Midwest Heavy Construction being the lowest responsible bidder.

Timeline:

Start:

Finish: December 31, 2018

Other Information/Unique Characteristics:

Presenter: Curt Powelson, Right-of-Way Agent

Staff recommends approval of AN ORDINANCE AWARDED BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Committee Recommendation:

The Board of Aeronautic Commissioners voted unanimously 6-0 to recommend approval of AN ORDINANCE AWARDED BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AWARDDING BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

WHEREAS, this project includes construction work to relocate and extension of Taxiway A and taxiway lighting and signage; and,

WHEREAS, Grants from the Missouri Department of Transportation and the Federal Aviation Administration are funding 95% of the cost of the construction and inspection for this project; and,

WHEREAS, local matching funds of 5% (approximately \$346,333.00) are required and are available.

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, Missouri hereby authorizes the award of bid no. 17032172 to Midwest Heavy Construction, LLC in the amount of \$6,042,123.06.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager, of an agreement with Midwest Heavy Construction LLC. for the services contained in bid no. 17032172 in an amount of \$6,042,123.06, said agreement is on file with the Lee's Summit Public Works Department as Project No. 17032172 and is incorporated by reference as if fully set forth herein.

SECTION 3. 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 _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		MidWest Heavy Construction		Emery Sapp & Sons, Inc. - Columbia		Clarkson Construction Company	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - BASE BID							\$5,445,867.50		\$6,022,123.06		\$6,536,671.80		\$7,162,746.10
	1	P-105-3.1	Mobilization	LS	1	\$250,000.00	\$250,000.00	\$473,812.38	\$473,812.38	\$547,500.00	\$547,500.00	\$355,000.00	\$355,000.00
	2	P-101-5.1	Partial Depth Bituminous Pavement Milling - variable depth	SY	2143	\$6.00	\$12,858.00	\$7.72	\$16,543.96	\$13.00	\$27,859.00	\$7.20	\$15,429.60
	3	P-101-5.2	Partial Depth PCC Pavement Milling - variable depth	SY	245	\$10.00	\$2,450.00	\$23.04	\$5,644.80	\$15.00	\$3,675.00	\$21.50	\$5,267.50
	4	P-101-5.3	Full Depth Pavement Removal - 4" Bituminous	SY	23862	\$5.00	\$119,310.00	\$4.61	\$110,003.82	\$3.00	\$71,586.00	\$4.30	\$102,606.60
	5	P-101-5.4	Full Depth Pavement Removal - 6" PCC	SY	14078	\$7.00	\$98,546.00	\$2.50	\$35,195.00	\$3.00	\$42,234.00	\$7.14	\$100,516.92
	6	P-101-5.5	Full Depth Pavement Removal - Variable Depth Bituminous on 6" PCC	SY	3097	\$8.00	\$24,776.00	\$4.98	\$15,423.06	\$3.00	\$9,291.00	\$4.65	\$14,401.05
	7	P-101-5.6	Tie-Down Removal	EA	42	\$200.00	\$8,400.00	\$46.16	\$1,938.72	\$300.00	\$12,600.00	\$1,018.48	\$42,776.16
	8	P-101-5.7	Tie-Down Removal and Pavement Repair	EA	7	\$300.00	\$2,100.00	\$554.24	\$3,879.68	\$780.00	\$5,460.00	\$1,698.80	\$11,891.60
	9	P-152-4.1	Unclassified Excavation	CY	163257	\$5.00	\$816,285.00	\$6.01	\$981,174.57	\$6.90	\$1,126,473.30	\$8.85	\$1,444,824.45
	10	P-156-5.1	Silt Fence	LF	7500	\$3.00	\$22,500.00	\$2.30	\$17,250.00	\$2.15	\$16,125.00	\$2.15	\$16,125.00
	11	P-156-5.2	Silt Dike Ditch Check	EA	25	\$275.00	\$6,875.00	\$166.11	\$4,152.75	\$155.00	\$3,875.00	\$155.00	\$3,875.00
	12	P-156-5.3	Erosion Control Blanket	SY	13250	\$2.00	\$26,500.00	\$1.69	\$22,392.50	\$1.58	\$20,935.00	\$1.58	\$20,935.00
	13	P-156-5.4	Rip Rap	SY	650	\$45.00	\$29,250.00	\$56.59	\$36,783.50	\$59.00	\$38,350.00	\$27.35	\$17,777.50
	14	P-156-5.5	Inlet Protection	EA	30	\$190.00	\$5,700.00	\$150.04	\$4,501.20	\$140.00	\$4,200.00	\$140.00	\$4,200.00
	15	P-157-8.1	Lime Kiln Dust Treated Subgrade (12")	SY	50558	\$4.00	\$202,232.00	\$3.05	\$154,201.90	\$3.70	\$187,064.60	\$3.80	\$192,120.40
	16	P-157-8.2	Lime Kiln Dust	TON	1736	\$100.00	\$173,600.00	\$106.90	\$185,578.40	\$99.75	\$173,166.00	\$104.34	\$181,134.24
	17	F-162-5.1	Remove 8" Chain Link Fence	LF	30	\$8.00	\$240.00	\$59.76	\$1,792.80	\$30.00	\$900.00	\$66.20	\$1,986.00
	18	F-162-5.2	8" Black Vinyl Chain Link Fence with Barbed Wire	LF	50	\$40.00	\$2,000.00	\$160.75	\$8,037.50	\$295.00	\$14,750.00	\$235.00	\$11,750.00
	19	F-162-5.3	24" Black Vinyl Chain Link Fence Double Swing Gate with Barbed wire	EA	1	\$6,000.00	\$6,000.00	\$5,358.46	\$5,358.46	\$9,700.00	\$9,700.00	\$7,181.00	\$7,181.00
	20	P-209-5.1	6" Crushed Aggregate Base Course	SY	33038	\$8.00	\$264,304.00	\$12.46	\$411,653.48	\$13.25	\$437,753.50	\$12.90	\$426,190.20
	21	P-209-5.2	9" Crushed Aggregate Base Course	SY	4492	\$14.00	\$62,888.00	\$17.53	\$78,744.76	\$20.00	\$89,840.00	\$18.91	\$84,943.72
	22	P-401-8.1	Bituminous Surface Course	TON	1618	\$95.00	\$153,710.00	\$150.04	\$242,764.72	\$95.00	\$153,710.00	\$140.00	\$226,520.00
	23	P-501-8.1	8" Portland Cement Concrete Pavement	SY	29810	\$45.00	\$1,341,450.00	\$50.93	\$1,518,223.30	\$57.25	\$1,706,622.50	\$58.41	\$1,741,202.10
	24	P-602-5.1	Bituminous Prime Coat	GAL	1670	\$5.00	\$8,350.00	\$6.22	\$10,387.40	\$5.00	\$8,350.00	\$5.80	\$9,686.00
	25	P-603-5.1	Bituminous Tack Coat	GAL	1170	\$3.00	\$3,510.00	\$3.75	\$4,387.50	\$3.50	\$4,095.00	\$3.50	\$4,095.00
	26	P-620-5.1	Waterborne Paint, Yellow, with Reflective Media	SF	8904	\$1.50	\$13,356.00	\$2.14	\$19,054.56	\$2.25	\$20,034.00	\$2.15	\$19,143.60
	27	P-620-5.2	Waterborne Paint, Black, without Reflective Media	SF	18065	\$1.00	\$18,065.00	\$2.14	\$38,659.10	\$2.15	\$38,939.75	\$2.05	\$37,033.25
	28	P-620-5.3	Pavement Marking Removal	SF	2745	\$1.50	\$4,117.50	\$1.07	\$2,937.15	\$2.00	\$5,490.00	\$1.50	\$4,117.50
	29	D-701-5.1	18" Reinforced Concrete Pipe (Class IV)	LF	1076	\$40.00	\$43,040.00	\$49.00	\$52,724.00	\$52.00	\$55,952.00	\$41.79	\$44,966.04
	30	D-701-5.2	24" Reinforced Concrete Pipe (Class IV)	LF	2550	\$60.00	\$153,000.00	\$62.27	\$158,788.50	\$68.00	\$173,400.00	\$56.14	\$143,157.00
	31	D-701-5.3	30" Reinforced Concrete Pipe (Class IV)	LF	79	\$100.00	\$7,900.00	\$84.49	\$6,674.71	\$82.00	\$6,478.00	\$98.40	\$7,773.60
	32	D-701-5.4	24" RCP FES	EA	1	\$1,000.00	\$1,000.00	\$1,163.07	\$1,163.07	\$1,500.00	\$1,500.00	\$927.76	\$927.76
	33	D-701-5.5	Relocate 30" FES	EA	1	\$1,500.00	\$1,500.00	\$988.97	\$988.97	\$1,350.00	\$1,350.00	\$338.23	\$338.23
	34	D-701-5.6	RCP Storm Sewer Pipe Removal	LF	1884	\$10.50	\$19,782.00	\$14.06	\$26,489.04	\$36.00	\$67,824.00	\$31.80	\$59,911.20
	35	D-701-5.7	Connect RCP to Existing Drainage Structure	EA	4	\$500.00	\$2,000.00	\$2,137.22	\$8,548.88	\$1,270.00	\$5,080.00	\$2,820.23	\$11,280.92
	36	D-705-5.1	4" Perforated Underdrain	LF	8478	\$10.50	\$89,019.00	\$10.39	\$88,086.42	\$12.40	\$105,127.20	\$19.24	\$163,116.72
	37	D-705-5.2	4" Non-Perforated Underdrain	LF	714	\$10.50	\$7,497.00	\$13.04	\$9,310.56	\$10.80	\$7,711.20	\$17.14	\$12,237.96
	38	D-705-5.3	Underdrain Cleanout	EA	26	\$1,100.00	\$28,600.00	\$714.44	\$18,575.44	\$1,180.00	\$30,680.00	\$1,062.84	\$27,633.84
	39	D-705-5.4	Underdrain Collection Structure	EA	12	\$1,500.00	\$18,000.00	\$708.57	\$8,502.84	\$1,600.00	\$19,200.00	\$1,496.37	\$17,956.44
	40	D-705-5.5	Underdrain Direct Connection	EA	10	\$1,000.00	\$10,000.00	\$318.83	\$3,188.30	\$1,080.00	\$10,800.00	\$470.10	\$4,701.00
	41	D-705-5.6	Underdrain End Section	EA	2	\$1,000.00	\$2,000.00	\$581.50	\$1,163.00	\$840.00	\$1,680.00	\$1,026.26	\$2,052.52
	42	D-751-5.1	Type 1 Inlet	EA	7	\$7,000.00	\$49,000.00	\$4,979.34	\$34,855.38	\$7,100.00	\$49,700.00	\$6,350.21	\$44,451.47
	43	D-751-5.2	Manhole	EA	1	\$10,000.00	\$10,000.00	\$8,731.12	\$8,731.12	\$9,500.00	\$9,500.00	\$9,256.60	\$9,256.60
	44	D-751-5.3	Inlet Removal	EA	18	\$1,500.00	\$27,000.00	\$567.47	\$10,214.46	\$845.00	\$15,210.00	\$487.34	\$8,772.12
	45	T-901-5.1	Seeding	AC	46	\$1,000.00	\$46,000.00	\$1,500.37	\$69,017.02	\$1,400.00	\$64,400.00	\$1,400.00	\$64,400.00
	46	T-905-5.1	Topsolling	SY	198500	\$1.10	\$218,350.00	\$0.80	\$158,800.00	\$0.85	\$168,725.00	\$1.13	\$224,305.00
	47	T-908-5.1	Mulching	AC	46	\$800.00	\$36,800.00	\$1,114.57	\$51,270.22	\$1,040.00	\$47,840.00	\$1,040.00	\$47,840.00
	48	L-108-5.1	Temporary Electrical Connections	LS	1	\$10,000.00	\$10,000.00	\$16,075.40	\$16,075.40	\$15,000.00	\$15,000.00	\$18,556.70	\$18,556.70
	49	L-108-5.2	Airport Underground Cable (1-1/2, #8 AWG, 5KV) in Unit Duct	LF	27693	\$2.00	\$55,386.00	\$2.41	\$66,740.13	\$2.25	\$62,309.25	\$3.35	\$92,771.55
	50	L-108-5.3	1/2" #6 Bare Copper Guard Wire (Counterpoise)	LF	12866	\$4.00	\$51,464.00	\$3.75	\$48,247.50	\$3.50	\$45,031.00	\$4.64	\$59,698.24
	51	L-109-5.1	New 15KW Regulator	EA	1	\$15,000.00	\$15,000.00	\$16,664.83	\$16,664.83	\$15,500.00	\$15,500.00	\$16,030.93	\$16,030.93
	52	L-109-5.2	Airport Vault Electrical Installation	LS	1	\$10,000.00	\$10,000.00	\$9,002.22	\$9,002.22	\$8,400.00	\$8,400.00	\$8,659.79	\$8,659.79
	53	L-110-5.1	4-Way PVC Concrete Encased Duct	LF	357	\$70.00	\$24,990.00	\$75.02	\$26,782.14	\$70.00	\$24,990.00	\$72.16	\$25,761.12
	54	L-125-5.1	Electrical Removals	LS	1	\$10,000.00	\$10,000.00	\$13,396.16	\$13,396.16	\$12,500.00	\$12,500.00	\$15,463.92	\$15,463.92
	55	L-125-5.2	Taxiway Edge Reflector (Blue)	EA	12	\$300.00	\$3,600.00	\$321.51	\$3,858.12	\$300.00	\$3,600.00	\$309.28	\$3,711.36
	56	L-125-5.3	New Base Mounted LED Taxiway Light	EA	245	\$2,200.00	\$539,000.00	\$1,821.88	\$446,360.60	\$1,500.00	\$367,500.00	\$2,061.86	\$505,155.70
	57	L-125-5.4	Relocate Base Mounted LED Taxiway Light	EA	9	\$1,500.00	\$13,500.00	\$1,607.54	\$14,467.86	\$1,500.00	\$13,500.00	\$1,855.67	\$16,701.03
	58	L-125-5.5	New LED Taxiway Guidance Sign	EA	31	\$4,000.00	\$124,000.00	\$4,179.60	\$129,567.60	\$3,500.00	\$108,500.00	\$4,329.90	\$134,226.90
	59	L-125-5.6	New LED Runway Hold Sign	EA	8	\$4,000.00	\$32,000.00	\$5,058.40	\$40,467.20	\$4,450.00	\$35,600.00	\$5,257.73	\$42,061.84
	60	L-125-5.7	Splice Can	EA	1	\$1,500.00	\$1,500.00	\$2,143.39	\$2,143.39	\$2,000.00	\$2,000.00	\$2,061.86	\$2,061.86
	61	SP-1-6.1	8" Cut and Cap	EA	6	\$1,300.00	\$7,800.00	\$1,657.75	\$9,946.50	\$760.00	\$4,560.00	\$1,500.00	\$9,000.00
	62	SP-1-6.2	12" Cut and Cap	EA	1	\$1,500.00	\$1,500.00	\$1,795.56	\$1,795.56	\$920.00	\$920.00	\$1,500.00	\$1,500.00
	63	SP-1-6.3	Install Relocated Fire Hydrant Assembly	EA	1	\$5,000.00	\$5,000.00	\$1,092.05	\$1,092.05	\$2,650.00	\$2,650.00	\$8,000.00	\$8,000.00
	64	SP-1-6.4	Remove Fire Hydrant Assembly	EA	5	\$1,000.00	\$5,000.00	\$394.29	\$1,971.45	\$850.00	\$4,250.00	\$2,500.00	\$12,500.00
	65	SP-1-6.5	Remove Existing Water Main	LF	616	\$12.00	\$7,392.00	\$8.57	\$5,279.12	\$10.50	\$6,468.00	\$75.00	\$46,200.00
	66	SP-1-6.6	Permanent Abandonment of 2" Water Service	LS	1	\$2,000.00	\$2,000.00	\$895.35	\$895.35	\$970.00	\$970.00	\$2,500.00	\$2,500.00
	67	SP-2-5.1	Demolish Existing T-Hangars	LS	1	\$60,000.00	\$60,000.00	\$16,117.03	\$16,117.03	\$156,500.00	\$156,500.00	\$124,900.00	\$124,900.00
	68	SP-3-5.1	Engineered Fill	CY	90	\$125.00	\$11,250.00	\$141.23	\$12,710.70	\$145.00	\$13,050.00	\$93.99	\$8,459.10
	69	SP-4-5.1	3" Bored Conduit Pad Mount Transformer Power Relocation	LF	225	\$25.00	\$5,625.00	\$48.77	\$10,973.25	\$45.50	\$10,237.50	\$48.97	\$11,018.25
Section B - Fixed Cost Item							\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
	70	SP-4-5.2	KCP&L Allowance	LS	1	\$20,000.00	\$20,000.00	\$					



October 2, 2017

Mr. Bob Hartnett, Deputy Director of Public Works/Administration
City of Lee's Summit
220 SE Green
Lee's Summit, MO 64063

Dear Bob,

Re: **RECOMMENDATION OF AWARD**
*Lee's Summit Municipal Airport
Relocation and Extension of Taxiway A
State Project No. 16-109A-1
CMT Job No. 16443-01*

We have reviewed the information on the bids received on May 23, 2017 for the above referenced project. A total of three bids were received for this work. All three bids were over the engineer's estimate however we have reviewed all three bids and feel that they are reasonable and represent fair competition. Based upon our review of the bid proposals, the lowest responsible bidder is:

Midwest Heavy Construction
17001 S. 291 Hwy
Pleasant Hill, MO 64080

As of this date, Midwest Heavy Construction LLC. is not debarred, suspended, or otherwise ineligible to participate in a project funded with federal money; therefore, based upon the Tabulation of Bids and the available funding, CMT recommends that the contract for the above referenced project be awarded to Midwest Heavy Construction LLC in the amount of \$6,042,123.06.

We are submitting with this letter the Sponsor Certification for Equipment/Construction Contracts. Please note that you will need to sign the sponsor certification before it is forwarded to MoDOT. Upon the City of Lee's Summit concurrence, please send these documents along with the Tabulation of Bids, Bid Proposal from Midwest Heavy Construction LLC. including the DBE Participation Form and the enclosed cover letter to MoDOT for their formal review at the following address or via email:

Via U.S. Mail
Mr. Kyle LePage
MoDOT Multimodal Operations - Aviation
105 W Capitol
Jefferson City, MO 65102
Kyle.Lepage@modot.mo.gov

Once MoDOT gives their authorization to award, I will send you a copy of the Notice of Award that will need to be sent to the contractor. If you have any questions, do not hesitate to contact me at 314-571-9094 or by e-mail at tsander@cmtengr.com. I am also e-mailing you an electronic copy of the letter for you to send to MoDOT in case you would like to make changes.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

Ty Sander, P.E.
Project Manager

Enclosures: Cover Letter, Sponsor Certification for Equipment/Construction Contracts

Centered in Value

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **175 Consecutive Calendar Days** of the commencement date stated within the Notice to Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$1,500** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. Certification of Eligibility (29 CFR Part 5.5)

- i.** By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii.** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii.** The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a.** CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b.** CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c.** The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d.** OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

CRAWFORD, MURPHY & TILLY, INC.
211 NW Executive Way, Suite H
Lee's Summit, MO 64063

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: CITY OF LEE'S SUMMIT

Address: 220 SE GREEN STREET

LEE'S SUMMIT, MO 64063

By: _____

Signature

Title of Representative

ATTEST:

By: _____

Signature

Title

CONTRACTOR

Name: MIDWEST HEAVY CONSTRUCTION LLC

Address: 17001 S. 291 HWY

PLEASANT HILL, MO 64080

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

Packet Information

File #: TMP-0655, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17.

Key Issues:

- Bids for the project to Construct, Relocate and Extend Taxiway A, Taxiway Lighting and Signage were received in May 2017.
- This project includes construction of the concrete pavement for Taxiway A.
- A State Block grant is in the amount of \$6,234,005.00, funding 90% of the cost of the construction and inspection for this project has been received.
- Local matching funds of \$346,333.00, 5% of the project cost are required and are available from the Airport Capital Improvement Plan.
- An additional 5% of the project cost, \$346,333.00, will come from a State Airport Aid Agreement.
- This Modification is for Engineering Construction Phase Services for the Relocate and Extend Taxiway A, Taxiway Lighting and Signage. These services are reimbursable from the federal and state grants for the project.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17.

Background:

The taxiway is to be extended to match the extended runway and relocated to 400' from Runway 18-36 as shown on the Airport Layout Plan which is the standard separation distance for a Class C runway.

Funding for this contract modification will be from federal and state grant funding as well as a city share from the airport construction fund.

Impact/Analysis:

[Enter text here]

File #: TMP-0655, **Version:** 1

Timeline:

Start: ____

Finish: December 31, 2018

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Curt Powelson, Right-of-Way Agent

Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17.

Committee Recommendation:

The Board of Aeronautic Commissioners voted unanimously 6-0 to recommend approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17.

WHEREAS, through RFQ 2015-300, the City of Lee's Summit ("City") has an agreement with Crawford Murphy and Tilly, Inc. ("CMT") for on-call engineering services for the Lee's Summit Municipal Airport (the "Airport"); and,

WHEREAS, this Modification No. 7 to the City's on-call engineering services agreement with CMT is for Construction Phase Services for the Construct, Relocate and Extend Taxiway A; Taxiway Lighting and Signage; and,

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, Missouri hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, Missouri, of Modification No. 7 to the agreement with Crawford Murphy and Tilly, Inc. for on-call engineering services for the Lee's Summit Municipal Airport (RFQ 2015-300) in the amount of \$503,453.17, 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 _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes

**MODIFICATION NO. 7 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 _____, 2017, 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, 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. 7, 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. 1 CONSTRUCTION SERVICES, 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. 7 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 _____, 20____.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Dan Meckes

TITLE: President

ATTEST:

EXHIBIT A

Airport Name: Lee's Summit Municipal Airport
Project No.: 16-109A-1 & AIR 166-109A-1
County: Jackson

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Lee's Summit (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on November 17, 2016, to accomplish a project at the Lee's Summit Municipal Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The cost plus fixed fee and maximum amount payable included in (9)(Federal) of the Original Agreement are hereby modified to be as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$41,100.25	\$50,608.22	\$90,708.47
Max. Fee Payable	\$376,596.01	\$503,453.17	\$880,049.18

EXHIBIT A

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 60 calendar days after final acceptance of the construction project.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. 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 10 % of the total Supplemental Agreement No. 2 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 19 % of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical	Material testing	\$100,645.00	\$100,645.00	19.9%

(5) 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 Supplemental Agreement No. 1 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 Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

EXHIBIT A

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
TSi Geotechnical	8248 NW 101 st Terr #5 Kansas City, MO 64153	Material Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

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

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

CONSULTANT

SPONSOR

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

Title _____

Approved as to Form:

Approved as to Form:

By _____

By _____

Title _____

Title _____

EXHIBIT II – SA1
SCOPE OF SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Federal-Construction Observation Program** in accordance with MoDOT requirements.
 - c. Provide a sealed, signed and dated copy of the Construction Observation Program (COP) 10 days prior to the pre-construction conference.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
 - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
 - c. Prepare and submit to the Sponsor an updated **Airport Layout Drawing (ALD)** showing as-built conditions. The sponsor will approve and sign as necessary and forward four (4) full size copies to MoDOT for approval.

MoDOT will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format, with CADD files submitted to the City.

- d. Provide MoDOT with all closeout documents as required for project final acceptance.
- e. Provide an AGIS compliant post-construction survey of safety critical elements in accordance with FAA AC 150/5300-16A, 17C, and 18B and submit for approval to the FAA AGIS website. This scope item shall not include re-acquisition of obstruction data including aerial imagery.

EXHIBIT IV – SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

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EXHIBIT V – SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE'S SUMMIT MUNICIPAL AIRPORT
RELOCATION AND EXTENSION OF TAXIWAY A
LEE'S SUMMIT, MISSOURI
CONSTRUCTION PHASE SERVICES

May 25, 2017

<u>Basic Services</u>	<u>Fixed Fee</u>	<u>Maximum NTE</u>	<u>Hours</u>
Construction Phase	\$47,066.03	\$474,572.37	3,751
<u>Special Services</u>	<u>Fixed Fee</u>	<u>Maximum NTE</u>	<u>Hours</u>
AGIS Post-Construction Survey	\$3,542.19	\$28,880.80	256
Total	\$50,608.22	\$503,453.17	4,007

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
RELOCATION AND EXTENSION OF TAXIWAY A
CONSTRUCTION PHASE SERVICES
May 25, 2017

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2017 rates)	<u>COST (\$)</u>
Principal	0	\$77.58	\$0.00
Senior Project Engineer	197	58.97	\$11,617.09
Project Manager	60	47.57	\$2,854.20
Senior Engineer	198	37.51	\$7,426.98
Engineer	3018	29.10	\$87,823.80
Senior Planner	0	36.23	\$0.00
Planner	0	25.39	\$0.00
Registered Land Surveyor	0	40.79	\$0.00
Senior Technician	216	35.67	\$7,704.72
Technician II	0	27.43	\$0.00
Clerk/Secretary	62	22.36	\$1,386.32
	<u>3,751</u>		

Total Direct Salary Costs = \$118,813.11

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 164.09 % = \$194,960.43

3 **SUBTOTAL:**

Items 1 and 2 = \$313,773.54

4 **PROFIT:**

15 % of Item 3 Subtotal = \$47,066.03 Lump Sum
Subtotal = \$360,839.57

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	1320	Miles @	\$0.54 / Mile	=	\$712.80
b. Construction Vehicle	175	Days @	\$65.00 / Day	=	\$11,375.00
c. Meals		Days @	\$32.00 / Day	=	\$0.00
d. Motel		Nights @	\$112.00 / Night	=	\$0.00
c. Printing and Shipping				=	\$1,000.00

Total Out-of-Pocket Expenses = \$13,087.80 Not to Exceed

6 **SUBCONTRACT COSTS:**

a. Material Testing (Tsi Geotechnical)	=	\$100,645.00
b.	=	
c.	=	
d.	=	\$0.00
	=	\$100,645.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$474,572.37 Not to Exceed

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
WIDEN, RECONSTRUCT AND EXTEND RUNWAY 18-36
AGIS POST CONSTRUCTION SURVEY
May 25, 2017

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2017 rates)	<u>COST (\$)</u>
Principal	0	\$77.58	\$0.00
Senior Project Engineer	0	58.97	\$0.00
Project Manager	10	47.57	\$475.70
Senior Engineer	0	37.51	\$0.00
Engineer	0	29.10	\$0.00
Senior Planner	76	36.23	\$2,753.48
Planner	40	25.39	\$1,015.60
Registered Land Surveyor	60	40.79	\$2,447.40
Senior Technician	40	35.67	\$1,426.80
Technician II	30	27.43	\$822.90
Clerk/Secretary	0	22.36	\$0.00
	<u>256</u>		

Total Direct Salary Costs = \$8,941.88

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 164.09 % = \$14,672.73

3 **SUBTOTAL:**

Items 1 and 2 = \$23,614.61

4 **PROFIT:**

15 % of Item 3 Subtotal = \$3,542.19 Lump Sum
Subtotal = \$27,156.80

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	600 Miles @	\$0.54 / Mile =	\$324.00
b. Meals	0 Days @	\$32.00 / Day =	\$0.00
c. Motel	0 Nights @	\$112.00 / Night =	\$0.00
d. Survey Equipment - T.S.	4 Days @	\$100.00 / Day =	\$400.00
e. Survey Equipment - GPS	4 Days @	\$250.00 / Day =	\$1,000.00
f. Printing and Shipping		=	\$0.00

Total Out-of-Pocket Expenses = \$1,724.00 Not to Exceed

6 **SUBCONTRACT COSTS:**

= \$0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$28,880.80 Not to Exceed

Exhibit V

**LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI**

**BASIC AND SPECIAL SERVICES
RELOCATION AND EXTENSION OF TAXIWAY A**

May 25, 2017

Classification: Gross Hourly Rate:	Principal \$235.61	Senior Project Engineer \$179.09	Project Manager \$144.47	Senior Engineer \$113.92	Engineer \$88.38	Senior Planner \$110.03	Planner \$77.11	Registered Land Surveyor \$123.88	Senior Technician \$108.33	Technician \$83.31	Clerk/ Secretary \$67.91	Other Costs	
A. BASIC SERVICES													
2. Construction Phase:													
Prepare copies of plans/specs for use by Contractor during construction									4		2		
Prepare electronic files for contractor use									4				
Develop COP in accordance with MoDOT requirements		2			16								
Set up const. documentation paperwork, file folders, project binders, etc.					24								
Attend and conduct preconstruction conference and distribute minutes		10		10	8								
Review shop drawings, material certifications, Buy American Certifications				100									
Full time Onsite R.E. #1 (10 hour days for 5 days/week for 20 weeks)					1000								
Onsite Assistant R.E. #2 (10 hour days, 5 days/week, 15 weeks)					750								
Onsite R.E.'s #1 #2 PH4: Runway 18-36 closure (12 hour days, 35 days)					840								
Onsite Assistant R.E. #3 PH4: Runway 18-36 closure (10 hour days, 35 days)					350								
Office Support				40									
Prepare change orders, pay requests		16		40									
Review payrolls											60		
Senior Project Engineer Site Visits		60	60										
PM Attend Weekly Construction Meetings (1 hour/week for 25weeks)		25											
Winter Shutdown - Restart Meeting		10		4	3								
Respond to field issues throughout duration of project		60											
Attend and conduct final inspection		10		4	3								
Verify completion of punch list (conducted by RE)					24								
Prepare and submit record drawings (135 sheets)									60				
Prepare and submit Final Testing Report / Closeout Report		2							120				
Final DBE Documentation		2							4				
Update & Submit ALP to show As Built Conditions									24				
Total hours =	3,751	0	197	60	198	3018	0	0	0	216	0	62	(1, 2, 3, 4, 5)
Total =	\$474,572.37	\$0.00	\$35,281.51	\$8,668.31	\$22,556.00	\$266,723.95	\$0.00	\$0.00	\$0.00	\$23,399.50	\$0.00	\$4,210.30	\$113,732.80
PART A SUBTOTAL = \$474,572.37													
B. SPECIAL SERVICES													
1. Aeronautical Surveys for Approach Procedure Development:													
Establish project file			4			4							
Project Reporting						24	20						
Survey						24	16	60	40	30			
Instrument approach development			6			24	4						
Total hours =	256	0	0	10	0	0	76	40	60	40	30	0	(1, 2, 3, 4, 5)
Total =	\$28,880.80	\$0.00	\$0.00	\$1,444.72	\$0.00	\$0.00	\$8,362.42	\$3,084.41	\$7,432.84	\$4,333.24	\$2,499.18	\$0.00	\$1,724.00
PART B SUBTOTAL = \$28,880.80													
GRAND TOTAL = \$503,453.17													



May 25, 2017

Mr. Ty Sander, PE
CRAWFORD, MURPHY & TILLY
Gateway Tower
One Memorial Drive, Suite 500
St. Louis, MO 63102

Re: **Proposal Construction Materials Testing**
Lee's Summit Airport – Rehabilitation of Taxiways
Lee's Summit, Missouri
TSi Proposal No.: KCM17056

Dear Mr. Sander:

TSi Geotechnical, Inc. (TSi) is pleased to submit this proposal for construction materials testing services to Crawford, Murphy & Tilly (CMT) for the Lee's Summit Airport – Rehabilitation of Taxiways project in Lee's Summit, Missouri.

PROJECT DESCRIPTION

The project includes the relocation rehabilitation and addition to the current taxiway system located at the Lee's Summit Municipal Airport in Lee's Summit, Missouri. The length of the areas to be rehabilitated and added to is approximately 5200 feet long. We understand construction activities will consist of demolition of the existing taxiway, removal and replacement of unsuitable subgrade material as necessary, fly ash or lime treatment of subgrade material, base rock placement, and Portland cement concrete paving. Additional areas will consist of bituminous asphalt pavement.

SCOPE OF SERVICES

TSi will provide one technician for construction materials testing on a primarily full-time basis, with additional personnel for concrete paving activities if necessary. More specifically, TSi will perform the following services:

EARTHWORK

- Observation of grading activities including subgrades and identify any unacceptable materials or soft zones prior to placement of fill. Observe and test remedial work in unsuitable areas that are found during subgrade evaluations.
- Collect samples of the proposed fill material for standard Proctor, fly ash treated Proctor and Atterberg limits testing in our laboratory.
- Measure the in-place density and moisture content of compacted fill and base rock material with a nuclear gauge.

CAST-IN-PLACE CONCRETE

- Concrete pavement will be tested on a frequency of one set of flexural beams (two beams per set) for each subplot of concrete placed. Additional foundation and structural concrete will be tested on a frequency of one set of compressive strength cylinders (five cylinders per set) for every 50 cubic yards of concrete placed, or for each day's production.
- Observe placement of concrete and complete field testing for slump, air content and temperature.
- Prepare flexural and compressive strength test specimens during placement of concrete.
- Collect flexural and compressive strength test specimens for return to our laboratory after initial curing.
- Complete laboratory flexural and strength tests on the concrete beam and cylinder samples at the specified times. The specimens will be cured in our laboratory per ASTM C31 until such time that they are designated to be tested.

ASPHALT PAVEMENTS

- Perform field density tests on new asphalt pavement.
- Collect samples of base and surface hot mix asphalt for Marshall stability and flow laboratory testing.
- Collect contractor obtained asphalt cores and perform asphalt thickness and density verification.

PROJECT MANAGEMENT

- Attend project meetings.
- Provide project management for our scope of services.
- Report the results of our services.

PROJECT STAFF AND DOCUMENTATION

The on-site construction observation and testing described will be performed by a qualified TSi technician. A project manager from TSi will provide daily supervision of activities and provide engineering support to address specific problems that might arise, as needed. Supervision will consist of reviewing daily field reports, periodic site visits, and daily communication with the technician to determine that construction is being performed in accordance with the project plans, specifications, and good engineering practice. The project manager will also attend occasional project meetings, as necessary.

TSi will document the pertinent data and observations made daily in the field using handwritten forms. After office review, approved final copies of the field reports will be forwarded to the project team. Forms and summary reports will be forwarded by e-mail (PDF format) on a bi-weekly basis. A final report will be provided at the completion of the work. Any problems that arise during construction that are not being addressed in a suitable manner by the contractor or non-compliance with specifications and contract documents will be brought to the attention of the client or their designated representative and the contractor's personnel immediately.

SCHEDULE

We have estimated the hours of work at the site requiring TSi's services based on a review of the preliminary plans, provided to us on May 18, 2017. Our fees provided herein are based on these preliminary plans. Travel time is included in the site visits. The number of hours and tests described in the cost estimate does not constitute a minimum or maximum number of tests or hours that may be required for this project. TSi's services will be performed on a full time basis, with additional TSi personnel scheduled when necessary for concrete paving activities. TSi will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project outside normal work hours. Additional services required that are outside normal work hours should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis, which may require changes in personnel assigned to the project. All requests for services should be submitted to Shannon Stafford, (phone 816/599-7965) and should not be scheduled through our field personnel. We have made assumptions that some overtime and overnight shifts will be required during this project. Should additional overtime shifts be required, our estimated total fee may change.

We recommend that the scope of services described in this proposal be provided to the person(s) who will be responsible for scheduling so that they are aware of the services that are proposed.

FEE

TSi's services for the project will be provided on a unit fee basis. Based on the scope of services described herein, our estimated fee is \$100,645.00. The estimated fee will be adjusted for the final scope of services based on the attached unit fee schedule. The fees for any additional services that may be necessary will be billed on a unit rate basis, in accordance with the attached Unit Fee Schedule.

If overtime is required due to the contractor's schedule, an additional fee of 50% of the technician's hourly rate will be billed. We have assumed overtime will be required for the duration of this project at various times. We may not be aware of additional overtime issues prior to their occurrence.

LIMITATIONS

TSi will perform only those services described herein and only when requested by you. CMT and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

Mr. Ty Sander, PE
CRAWFORD, MURPHY & TILLY
Page 5

CLOSURE

If this proposal and the attached Terms and Conditions are acceptable to you, please sign in the space provided below and return one copy to us. We sincerely appreciate the opportunity to present this proposal to you for your consideration. Please call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.



Shannon Stafford
Area Manager



Morris Hervey
Principal

Attachments: Unit Fee Schedule and Fee Estimate
Exhibit IV
Terms and Conditions

Accepted by:
CRAWFORD, MURPHY & TILLY

Printed Name

Date

Signature

Title

NOTE: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.

**Lee's Summit Municipal Airport Taxiways
 Lee's Summit, Missouri
 Construction Materials Testing
 Unit Fee Schedule**



Valid for work completed prior to December 31, 2018

	Unit Cost		Qty	Estimated Amount
<u>Personnel/Labor</u>				
Senior Engineer	\$ 153.00	hour	10	\$ 1,530.00
Project Manager	\$ 95.00	hour	111	\$ 10,545.00
Senior Technician	\$ 64.00	hour	960	\$ 61,440.00
Senior Technician - Overtime (see Notes 2 &3)	\$ 96.00	hour	140	\$ 13,440.00
Vehicle Charge	\$ 30.00	day	120	\$ 3,600.00
			subtotal	\$ 90,555.00
<u>Laboratory Testing</u>				
Standard Proctor Compaction	\$ 180.00	each	6	\$ 1,080.00
Atterberg Limits	\$ 70.00	each	6	\$ 420.00
Compressive Strength of Concrete Cylinders	\$ 15.00	each	110	\$ 1,650.00
Concrete Flexural Strength - Beams	\$ 50.00	each	108	\$ 5,400.00
Aggregate Gradation Sieve Analysis	\$ 75.00	each	4	\$ 300.00
Flyash Proctor - Soil	\$ 180.00	each	4	\$ 720.00
Asphalt Marshall Stability and Flow	\$ 130.00	each	4	\$ 520.00
			subtotal	\$ 10,090.00
			Total Fee Estimate	\$ 100,645.00

General Notes

1. Field testing of fill density and moisture; concrete slump, air content, and temperature; and asphalt pavement density is included in the hourly rate for the field technician.
2. A 3 hour minimum will apply to all field technician services.
3. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.
4. We can provide fees for services and testing not listed above upon request.

EXHIBIT IV - SA 1

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI
Taxiway Rehabilitation/Replacement/Addition

CONSTRUCTION PHASE SERVICES

May 24, 2017

DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST</u>
Senior Engineer	10	\$ 51.85	\$ 518.52
Project Manager	111	\$ 32.20	\$ 3,573.76
Senior Technician	960	\$ 21.69	\$20,822.39
Senior Technician (OT)	140	\$ 32.54	\$ 4,554.90
	<u>1221</u>		

Total Direct Salary Costs = \$29,469.58

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 150.58 % = \$46,143.46

SUBTOTAL:

Items 1 and 2 = \$75,613.04

PROFIT:

15 % of Item 3 Subtotal = \$11,341.96 Fixed Fee

Subtotal \$86,955.00 Not to Exceed

OUT-OF-POCKET EXPENSES:

a. Vehicle Charge	120	Days @	\$30.00 / Day =	\$3,600.00
b. Standard Proctor - Soil	6	Each @	\$180.00 / Each =	\$1,080.00
c. Flyash Proctor - Soil	4	Each @	\$180.00 / Each =	\$720.00
d. Atterberg Limits	6	Each @	\$70.00 / Each =	\$420.00
e. Concrete Cylinders	110	Each @	\$15.00 / Each =	\$1,650.00
f. Concrete Beams	108	Each @	\$50.00 / Each =	\$5,400.00
g. Aggregate Gradation	4	Each @	\$75.00 / Each =	\$300.00
h. Asphalt Marshall Stabili	4	Each @	\$130.00 / Each =	\$520.00

Total Out-of-Pocket Expenses = \$13,690.00 Not to Exceed

SUBCONTRACT COSTS:

N/A = \$0.00

= \$0.00 Not to Exceed

MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$100,645.00 Not to Exceed

Packet Information

File #: TMP-0673, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE CONSTRUCTION OF LEE'S SUMMIT ROAD IMPROVEMENTS FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE CONSTRUCTION OF LEE'S SUMMIT ROAD IMPROVEMENTS FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI

Key Issues:

- The cities of Lee's Summit and Kansas City entered into a cooperative agreement dated November 30, 2015 to construct improvements to Lee's Summit Road
- Both Cities agreed to pay for construction within their respective corporate limits
- Both Cities approved change orders to the work that increased the contribution required from Kansas City
- A modified cooperative agreement is required to receive payment for the increased cost of work within Kansas City associated with the approved change orders

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE CONSTRUCTION OF LEE'S SUMMIT ROAD IMPROVEMENTS FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI

Background:

Improvements to Lee's Summit Road were approved by voters as part of the April 2007 Capital Sales Tax Renewal. The primary reason behind this project is safety improvement with the added benefit of improving the flow of traffic. The proposed roadway improvements are based upon the Thoroughfare Master Plan and Corridor Concept Study.

This project is unique because significant portions lie in both Lee's Summit and Kansas City, MO. A preliminary corridor study was completed by Jackson County and Kansas City, with Lee's Summit's participation, in August 2007 identifying improvements along Lee's Summit Road from Colbern Road north to U.S. Highway 40. In May of 2009, Lee's Summit, Kansas City and Jackson County executed a Memorandum of Agreement (MOA) for a collaborative effort among the

three entities along the entire corridor. That MOA allocated project management responsibilities along the corridor. That MOA assigned Lee's Summit as the project lead from Colbern Road to Gregory Boulevard.

Approximately one mile of the section from Colbern to Strother is within Lee's Summit while the northern 1.25 miles is in Kansas City. The Lee's Summit portion has been funded by the extended Capital Sales Tax approved by voters in 2007. The portion of work in Kansas City has been funded by Kansas City. The amount of local funding for both entities was reduced when the project receive approximately \$4.8 million in federal funds. These funding amounts and responsibilities were outlined in a cooperative agreement between Kansas City and Lee's Summit approved in November 2015.

The initial agreement allocated funds based on the approved construction contract. Construction activities and quantities were inspected by Lee's Summit City Staff to ensure the work on the project was allocated appropriately between the two cities. As work was completed, Lee's Summit submitted invoices to Kansas City for reimbursement for the work within Kansas City. Several change orders were approved by both parties which led to an increase in the amount paid by Kansas City. The final change order and work on the project have been approved by all parties, and the change order amounts increase the amount due from Kansas City. In order complete the final payment, this agreement is required to increase the amount Kansas City is authorized to pay the City of Lee's Summit.

Impact/Analysis:

[Enter text here]

If not approved, the City of Lee's Summit cannot receive payment from Kansas City for the work performed within Kansas City.

Timeline:

Start: ____

Finish: December 2017

Other Information/Unique Characteristics:

[Enter text here]

Presenter: George Binger, Deputy Director/City Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE CONSTRUCTION OF LEE'S SUMMIT ROAD IMPROVEMENTS FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE CONSTRUCTION OF LEE'S SUMMIT ROAD IMPROVEMENTS FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Kansas City and Lee's Summit entered into a Cooperative Agreement dated November 30, 2015 to cover funding for the construction of certain improvements of Lee's Summit Road from Colbern Road to Strother Road ("Project"); and

WHEREAS, The Project was funded by each City within their corporate limits; and

WHEREAS, Kansas City agreed to make prompt payment to Lee's Summit for construction work completed within the corporate limits of Kansas City; and

WHEREAS, As a result of Kansas City approving Change Orders 3, 4, 5, 6, and 7, Kansas City's contribution to complete construction has increased and requires an amendment to the Cooperative Agreement.

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 approves and authorizes the execution, by the Mayor, of a First Amendment to Cooperative Agreement for payment of funds from City of Kansas City, Missouri to City of Lee's Summit, Missouri for the construction of Lee's Summit Road improvements from Gregory Boulevard extending south to the city limits of Lee's Summit, Missouri, 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 _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

Deputy City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-

APPROVED by the Mayor of said City this ____ day of _____, 2017.

ATTEST:

Mayor Randall L. Rhoads

Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

**FIRST AMENDMENT TO
COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF
KANSAS CITY, MISSOURI TO CITY OF LEE’S SUMMIT, MISSOURI
FOR THE CONSTRUCTION OF LEE’S SUMMIT ROAD IMPROVEMENTS
FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS
OF LEE’S SUMMIT, MISSOURI**

This First Amendment to the Cooperative Agreement is made as of November ____, 2017, between Kansas City, Missouri, a municipal corporation of the State of Missouri (“Kansas City”) and the City of Lee’s Summit, Missouri, a municipal corporation (“Lee’s Summit”).

Recitals

WHEREAS, Kansas City and Lee’s Summit entered into a Cooperative Agreement dated November 30, 2015 to cover funding for the construction of certain improvements of Lee’s Summit Road from Colbern Road to Strother Road (“Project”).

WHEREAS, The Project was funded by each City within their corporate limits.

WHEREAS, Kansas City agreed to make prompt payment to Lee’s Summit for construction work completed within the corporate limits of Kansas City.

WHEREAS, As a result of Kansas City approving Change Orders 3, 4, 5, 6, and 7, Kansas City’s contribution to complete construction has increased and requires an amendment to the Cooperative Agreement.

NOW THEREFORE, the parties agree to amend the Cooperative Agreement as follows:

A. The following sections are hereby amended as set out herein:

Part I: Section 4.A: Obligations of both parties – Funding Contributions. After the distribution of federal STP funds, the actual funding contributions based on change orders approved by all parties, to include the final change order approved by all parties, and change orders are as follows:

Party	Original Estimate	Change Orders	FINAL Approved Amount
LSMO:	\$2,859,677.83	- \$64,062.42	\$ 2,795,615.59
KCMO:	\$2,744,774.90	+ \$25,141.34	\$ 2,769,916.24
Federal:	\$4,737,895.00	\$ 0.00	\$ 4,737,895.00
	\$10,342,347.73	- \$38,920.90	\$10,303,426.83

B. **Sections not Amended.** All other sections of the Cooperative Agreement, unmodified by the terms and provisions of this First Amendment shall remain in full force and effect.

C. **Execution Documents.** This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

KANSAS CITY, MISSOURI

LEE'S SUMIT, MISSOURI

By: _____
Sherri McIntyre, PE
Title: Director of Public Works

By: _____
Randall L. Rhoads
Title: Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Approved As to Form:

Approved As to Form:

Assistant City Attorney

Chief Counsel of
Infrastructure and Planning

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)
Kansas City