

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

**FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**ENGINEER:**

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

ATTEST:

\_\_\_\_\_

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

the Sponsor as a party to this Agreement.

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

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

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

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

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

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

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

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

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

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

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

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

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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

[http://www.modot.org/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

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

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

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

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

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

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

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

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

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

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

(9) FEES AND PAYMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) PERIOD OF SERVICE:

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

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

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

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

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

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

4. Court proceedings;

5. Changes in services or extra services.

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

(A) Termination for Convenience:

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

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

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

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

(B) Termination for Default:

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

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

3. Termination by the Sponsor:

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

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

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

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

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

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

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

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

4. Termination by Consultant:

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

i. Defaults on its obligations under this Agreement;

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

iii. Suspends the Project for more than one

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

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

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

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

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

3. Any changes requested after the acceptance period will be

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

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

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in whole or in part or both.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(27) SEVERABILITY AND SURVIVAL:

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

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

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

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

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

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

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

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

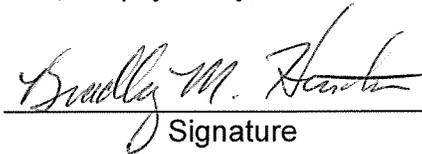
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the **Sponsor** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Consultant:  
Crawford, Murphy & Tilly, Inc.

Sponsor:  
City of Lee's Summit

By:   
Signature

By: \_\_\_\_\_  
Signature

Title: Vice President & Director of Aviation

Title:

ATTEST:

ATTEST:

By:   
Signature

By: \_\_\_\_\_  
Signature

Title: Sr. Vice President

Title: \_\_\_\_\_

## EXHIBIT I

### PROJECT DESCRIPTION

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

To comply with grant assurances and ensure receipt of federal funding for future development, LXT is required to have an updated, approved ALP on file with FAA. The best way to develop the future vision for LXT, which is then displayed on the ALP, is through a Master Plan Update. Phase I will focus on the following key study elements:

- Update of "baseline" information including recent developments;
- Aviation demand projections;
- Facility Planning (needs assessments, development alternatives, implementation strategies, etc., where applicable)
  - Airfield Improvements
  - General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
  - Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
  - Land-Use
  - Stakeholder/Public Engagement
  - Various Working Papers & Final Report Deliverables

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

## **EXHIBIT II**

### **SCOPE OF SERVICES**

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as attached herein.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

Overview

# PHASE I MASTER PLAN

## SCOPE OF SERVICES

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

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- ◆ Aviation demand projections;
- ◆ Facility Planning (needs assessments, development alternatives, implementation strategies, etc., where applicable)
  - ◆ Airfield Improvements
  - ◆ General Aviation Facilities (Fixed Base Operator Terminal, Aircraft Hangars, etc.)
  - ◆ Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
  - ◆ Land-Use
- ◆ Stakeholder/Public Engagement
- ◆ Various Working Papers & Final Report Deliverables

The project will be accomplished in accordance with FAA Advisory Circulars (AC) 150/5070- 6B Change 2 (Airport Master Plans), AC 150/5300-13A Change 1 (Airport Design).

### **TASK 1.0 - PROJECT FORMULATION**

#### **Task 1.1 - Project Scope Preparation**

A scope of services will be prepared describing each item of work required for completion of the Master Plan Update including the Airport Layout Plan (ALP) based on guidance provided by the Sponsor, MoDOT, and in accordance with appropriate and most current FAA Advisory Circulars. Each task will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will

also be prepared for direct expenses such as travel, subsistence, materials, printing and any other necessary cost related to the project. This task includes efforts necessary to mobilize the project including the development and execution of necessary consultant and Subconsultant agreements.

### Task 1.2 - Quality Assurance Plan

Following a Notice to Proceed from the sponsor, a Quality Assurance Plan will be developed that will act as the program guidance for the Consultant's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's planning process, provide quality services, and facilitate client satisfaction. The QAP includes a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

### Task 1.3 - Kickoff Meeting

**One (1) on-site kickoff meeting** will occur with Airport Staff, the Board of Aeronautical Commissioners (BOAC), state/federal agencies, and project stakeholders to discuss key study elements, core guidance, review general study requirements, identify schedule milestones, and review individual project team responsibilities.

### Task 1.4 - Airport Objectives & Guiding Principles

The formulation of an effective development plan at LXT is dependent upon the identification of short- and long-term objectives. These objectives, or guiding principles, establish the framework for the quantity, location, and priority of various development items considered in the study process. Guiding principles will be developed which offer focus and direction in the formulation of the Master Plan and the overall development strategy for the Airport. By nature, these guiding principles are dynamic and may be adjusted over time. A workshop will be held with the airport leadership team as part of the kickoff meeting identified in Task 1.3. In addition, these guiding principles will be integrated into the Business Plan Update (Task 9).

## TASK 2.0 - INVENTORY

### Task 2.1 - Airport Inventory

The inventory will involve collection and examination of plans, documents and on-site collection of airport facilities data. Effort necessary to complete this task is based upon using available data and site visits. These facilities and features will include:

- Airside Facilities (Runways, taxiways, apron areas and airspace)
- Navigational Aids/Lighting
- General Aviation (GA) Facilities including FBO terminal and aircraft hangars
- Airport Support Facilities (Fuel Storage/Farm, Snow Removal/Maintenance Center, etc.)
- Regional Setting and Land Use
- Topography & Drainage
- Access and Circulation
- Socioeconomic & Demographics
- Landside (access, circulation, parking, wayfinding, etc.)

In addition, the project team will review previous studies available (specifically the previous business plan) and integrate the findings of those studies into the master plan update where appropriate.

### Task 2.2 - Utility Inventory

An inventory of existing utility data will be conducted the master plan to support the planning process. This data will be used to aid the development of Airport owned property moving forward. Utilities to be considered include storm sewer, gas, electrical, telecommunications, water, and sanitary.

Cost Assumptions: No utility field investigations or surveys will be conducted as part of this task item. All utility information will be collected via existing airport records, as-built drawings available, or service providers.

### Task 2.3 - Land Use Inventory

Development of the land use portion of the Inventory Section will include collecting information on planned and proposed land uses, as well as on existing uses. Prior studies, plans, and agreements with implications for land use will be reviewed.

### Task 2.4 - Environmental Inventory

An environmental inventory will be completed using public data available and will document the following (if available):

- Wetlands & Floodplains
- Hazardous Waste
- Soils
- Biotic communities and endangered species
- Noise
- Archaeology

### Task 2.5 - Interviews

During the development of the Master Plan, it is important to identify the needs of airport tenants, users, and community representatives. This task will include **one (1) on-site** visit by the project team for **up to two (2) days** to conduct the interview process (subject to number of interviews). The Airport will be consulted prior to each stakeholder engagement to provide them the opportunity to attend each interview. The project team will work with the Airport to identify the tenants/users to participate in the interview process. In order to reach all users, an electronic survey will be developed and distributed to users. The data received will be compiled, analyzed, and common themes will be highlighted.

### Task 2.6 - Inventory Working Paper

A working paper presenting the general findings of the inventory analysis will be developed for Airport and stakeholder review. The working paper will present narrative and graphical information in a consolidated format to enhance the review process while ensuring data completeness.

## TASK 3.0 - DEMAND PROJECTIONS

The objectives of this task are to 1) establish a baseline of demand and 2) provide scenario-based forecasts of aviation demand during the 20-year planning horizon to "inform" the overall decision-making process on facility needs. This effort will flavor the demand projections to account for the extended runway.

### Task 3.1 - General Aviation (GA) Forecast

Several methodologies and data sources will be utilized to develop a reasonable GA forecast. As part of this task, the consultant team will 1) review existing forecasts including demand projections identified in the business plan, 2) compile historical activity records, and 3) identify local demographic/socioeconomic that "influence" demand projections. Information collected during the tenant/user interview process (task 2.5) will be utilized to adjust industry methodologies to reflect specific local demand considerations. The forecast effort will develop a range of GA demand (scenarios) anticipated throughout the planning period for both based aircraft and operations.

### Task 3.2 - Prepare Forecast Working (FWP) Paper

This task includes effort associated with developing a forecast working paper which will serve as the foundation for various planning decisions within the 20-year study horizon. The FWP will also be used within the business plan update where appropriate. In general, the FWP will be structured to provide a background of aviation

demand, identify ranges of aviation demand going forward, and will provide a comparison to the FAA Terminal Area Forecast (TAF). A forecast briefing paper will also be developed to provide a "executive summary" level deliverable that can be used for various stakeholder engagement activities and FAA coordination.

**One (1) on-site workshop meeting** with the airport will be conducted to 1) review baseline activity, 2) present the various forecast methodologies analyzed, and 3) to discuss preliminary forecast results.

Note: Task 3 does not include effort to request a formal change to FAA's Terminal Area Forecast (TAF) if needed to support near-term developments that require demand justification. This process would include coordination through MoDOT with the FAA region to make a formal change. This can require significant coordination including meetings at the regional level to present the demand projections including detailed forecast rationale. If an official update to the TAF is needed to support near-term development needs, the consultant will work with the airport to develop a specific scope & cost to complete the necessary steps.

## TASK 4.0 - FACILITY REQUIREMENTS

Facility requirements for various areas of the airport will be developed based on the approved demand projections completed as part of Task 3 and based on the guiding principles established in Task 2 (airside, landside, support functions, etc.). LXT has made a significant investment developing core infrastructure at the airport including extending the primary runway. Therefore, a heavy emphasis will be placed on facility needs that support and leverage the investment the airport leadership has made. Planning Activity Level's (PALs)/trigger points will be used in the analysis of facility needs to better understand the timing of future improvements relative to activity growth.

### Task 4.1 - Airfield Capacity Analysis

Using data provided in FAA AC 150/5060-5, Airport Capacity and Delay, the ability of the existing runway system to accommodate future levels of both Visual Flight Rules (VFR) and Instrument Flight Rules (IFR) traffic will be evaluated. Estimates of LXT's Annual Service Volume (ASV) and peak hourly capacity of the existing runway will be produced.

### Task 4.2 - Airfield Requirements

Existing airfield conditions will be compared to the aviation demand forecast and FAA design standards to identify airfield facility requirements. The facility requirements of the airside will include an assessment of the following components:

- ◆ Runways (Primary & Secondary/Crosswind)
- ◆ Taxiway System Configuration & Capacity
- ◆ Aircraft Aprons (Capacity/Configuration)
- ◆ Airfield Lighting and Pavement Markings
- ◆ Navigational Aids including Instrument Approach Procedure (IAP) Capabilities
- ◆ Runway Safety and Approach Protection (if applicable)

### Task 4.3 - General Aviation / Corporate Facilities

Facility requirements for both general aviation (GA) and corporate aviation will be developed. Recognizing recent airfield infrastructure improvements that will influence demand for facilities, this section will focus on aircraft storage needs (T-Hangars, Executive Hangars, etc.), the development of corporate campus(es), and other potential facilities that meet airport objectives. LXT currently has several projects in the near-term pipeline and at the request of the Airport, pieces of this analysis may be brought forward in the process to facilitate proper sizing, requirements and implementation.

The airport has identified the need for a new Fixed Based Operator (FBO) terminal building to accommodate passengers utilizing general aviation & corporate aviation. Recognizing the importance of this facility to meet level of service objectives, a detailed planning effort will be completed as part of this study to set the vision for a new

FBO terminal building. This effort will include a needs assessment, overall facility needs, space requirements, and general definition of space relationships to be carried forward in the alternatives process. It is important to note that industry standards will be utilized where applicable when determining space requirements.

#### Task 4.4 - Landside/Support Facilities

Requirements for facilities such as fuel storage, airport maintenance, airport administration, and a Snow Removal Equipment (SRE) building(s) will be developed using a combination of historical data (i.e. fuel flowage & reserve requirements) along with industry metrics (i.e. SRE equipment calculations).

#### Task 4.5 - Land Use Development Requirements

Available surplus property owned by the Airport must be considered for future compatible use and development potential. The development of these areas, once shown that they are not required for aeronautical development, is encouraged to seek release or development of the property in a compatible manner. Analysis will include the general identification of landside improvement necessary for development of these areas including: access requirements, utility access/infrastructure (if known), drainage, demolition, and modification of existing land use regulations necessary for support of non-aeronautical uses. The requirements will consider data generated and findings in previous airport property development studies (if applicable).

#### Task 4.6 - Facility Requirements Working Paper & Presentation

This task includes effort associated with development of a working paper presenting the findings of the facility requirements analysis and the development of a PowerPoint presentation for communication with the airport and other applicable stakeholders as needed.

### **TASK 5.0 - ALTERNATIVES ANALYSIS**

Conceptual alternative layouts will be developed for the various facility needs at LXT using information gathered from aviation demand projections completed in Task 3 in conjunction with the facility requirements developed as part of Task 4. In evaluating practical development alternatives to satisfy existing and forecasted aviation needs, analysis will include alternative conceptual layouts and order of magnitude cost estimates for airside and landside facilities. In addition, through coordination with the Airport Sponsor, concepts will be developed and evaluated for land use prioritization (aeronautical & non-aeronautical). Development alternatives will be evaluated through various screening criteria including but not limited to airport objectives, environmental, site constraints (i.e. utility access, drainage, etc.), existing facility conditions, financial feasibility, etc. Development alternative of the facilities listed below may be combined to provide a more comprehensive view of various development options/impacts.

#### Task 5.1 - Airfield

Up to three (3) conceptual layouts will be developed for airfield needs identified throughout the 20-year planning horizon. Of focus on the airfield will be geometric improvements to address non-standard conditions including direct access from the aircraft parking aprons to the runway environment.

#### Task 5.2 - General Aviation / Corporate Facilities

Recognizing this category has a range of potential development needs, alternatives for GA and corporate aviation facilities have been broken down into greater detail:

- ◆ Aircraft Storage – Up to Three (3) alternatives will be developed that identify options for the implementation of aircraft storage facilities (new or replacement). The alternatives will clearly depict the various facility types (T-Hangars, executive box hangars, standalone corporate units, etc.)
- ◆ Corporate Campus(es) – Up to Two (2) alternatives will be developed that depict the implementation of corporate campus or campuses (if identified in the planning process). These alternatives would provide greater detail including setbacks, hangar sizing, aircraft parking, etc.
- ◆ FBO Terminal Building – Recognizing the implementation of a new FBO terminal building is likely needed in the short-term, up to Three (3) concepts will be developed. These concepts will depict the

facility siting, landside/airside access, aircraft parking, and adjacent land use developments where applicable.

### Task 5.3 - Landside/Support Facilities

Up to three (3) conceptual layouts will be developed to accommodate support facilities (fuel storage, airport maintenance, airport administration, and SRE facilities) throughout the 20-year planning horizon.

### Task 5.4 - Land Use Developments

Up to two (2) conceptual layouts will be developed identifying strategies for land-use developments throughout the 20-year planning horizon.

### Task 5.5 - Environmental & Sustainable Considerations

This task will also provide a summary of environmental and sustainability considerations analyzed for each alternative during the planning process, with the intent to provide a clear understanding of the environmental requirements. No formal agency coordination will be included in this effort and an environmental evaluation will be performed which includes:

- ◆ Wetlands & Floodplains
- ◆ Hazardous Waste
- ◆ Soils
- ◆ Biotic communities and endangered species
- ◆ Archaeology

It should be noted that the evaluation within this section is not intended to satisfy the requirements for formal environmental clearances associated with implementing proposed improvements.

### Task 5.6 - Working Sessions/Meetings

Up to three (3) working sessions/meetings will be held with LXT Staff, elected officials, and BOAC to review the development alternatives, to solicit insight regarding the concepts, and to select the concept(s) most viable for future consideration.

### Task 5.7 - Preferred Development Plan

Under this task, the recommended development alternatives identified through the working sessions will be integrated into a preferred development plan. As part of this process, minor refinements to the preferred development alternatives may be done to ensure the proposed developments "fit" together and work in unison over the 20-year planning horizon. The preferred development plan will be provided to various stakeholders for review including the Airport leadership, City leadership, and MoDOT. Once finalized, the preferred development plan will be carried forward into the Capital Improvement Plan (CIP) and Implementation Plan.

## **TASK 6.0 - IMPLEMENTATION PLAN/CIP**

### Task 6.1 - Implementation Plan & Capital Improvement Plan

A recommended Capital Improvement Program (CIP) will be developed based on the preferred development plan established under Task 5. The CIP will be used to categorize the projects over the life of the 20-year planning period. Projects will be prioritized into near term (0-5 year), intermediate term (6-10 years) and long-term (11-20 years) time periods.

An Implementation Plan exhibit will be prepared depicting the preferred development alternatives including project timelines. Estimates of probable costs will be developed along with possible funding sources for each project.

The Airport's ability to fund the recommended projects should be a major consideration in preparing a refined CIP and Implementation Plan. A financial feasibility analysis will take place concurrently with the development of the CIP. This task will involve reviewing and quantifying sources of funding for projects, including federal funding, state funding, bonds, third-party developers, and Airport revenues. The scope will not include a comprehensive evaluation of the Airport's financial structure or budget.

## **TASK 7.0 - LAND USE COMPATIBILITY PLAN**

To better allow LXT to work with the surrounding communities to implement land use and airspace control around the Airport, a general land use compatibility plan will be developed. The Implementation Plan developed in Task 6 will be utilized to identify areas of future development around LXT.

### **Task 7.1 - Airport Influence Area (AIA) Definition**

This task will involve the development of the Airport Influence Area (AIA) utilizing several resources regarding the protection of the Airport and/or airspace from compatible land uses. Resources include:

- ◆ Federal Aviation Administration (FAA) Advisory Circular (AC) 150-5300, Change 15, *Airport Design*, specifically Runway Protection Zones (RPZs)
- ◆ Federal Aviation Regulation (FAR) Part 77, *Objects Affecting Navigable Airspace*, commonly known as the FAR Part 77 Surfaces.
- ◆ Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*.
- ◆ Federal Aviation Administration (FAA) Order 5050-4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airports Actions*.

The above referenced criterion as well as physical land features and local jurisdictions will be utilized to establish the AIA and control zones for applicable criteria. The AIA will define where land use and/or airspace control measures could be necessary to protect the airport from incompatible development. Up to two (2) exhibits will be developed to depict the AIA zones.

### **Task 7.2 - Existing Land Use & Regulatory Inventory**

Existing and planned land use information and jurisdictional limits will be collected and utilized to develop a more comprehensive inventory of land use considerations. The Lee's Summit Comprehensive Plan will be consulted during this task. Additional resource information will include published land use documentation from Cass County, Raytown, Blue Springs, Kansas City, and Grandview. The purpose of this exercise is to develop a more complete understanding of existing and planned land uses both and near the Airport. This assessment will be completed using available data and interviews with local public/private sector officials as needed. Data for the assessment will be gathered by the following actions:

- ◆ Evaluate physical attributes, settings and available property/buildings for other areas, industrial or airport related properties.
- ◆ Collect and review of existing zoning and development controls.
- ◆ Collect data and interview local public and private officials related to changes in land uses by sector including new developments and absorption of existing developments.
- ◆ Review of strengths, weaknesses, opportunities and threats for LXT that can be used to frame land use potential.

Up to two (2) exhibits will be developed to depict land uses and regulatory controls around the airport facility.

**Task 7.3 - Land Use Compatibility Assessment**

This task will involve 1) the evaluation of both existing and known planned land uses within the AIA and 2) identification of potential non-aeronautical land uses which are compatible with airport development. It should be noted that the identification of potential non-aeronautical land uses will be conducted at a macro planning level. Areas of incompatible land uses will be identified for possible mitigation. Possible mitigation measures will be discussed to achieve compatibility including easements or even acquisition.

As part of the compatibility assessment, a review of existing property holdings relative airport objectives, short-term and long-term development needs will be conducted. If areas of "excess" property are identified through the assessment process, recommendations for next steps will be provided including the potential for release/disposal. Subject to the parcels in question, additional recommendations will be made regarding ownership of streets and utilities applicable. A review of recommended land uses under the previous master plan will also be conducted. The results of the land use compatibility assessment will be reviewed with Airport staff in a collaborative working session.

**Task 7.4 - Land Use Recommendations**

Recommendations will be made from the land use compatibility assessment for actions that should be taken by the airport to pursue enhanced compatibility both on and off the airport. These recommendations will be provided in tabular form and will identify pertinent regulatory agency involvement required for implementation. In addition, the recommended land uses will be integrated into applicable Airport GIS coverages for use by airport management.

**TASK 8.0 - MASTER PLAN REPORT**

**Task 8.1 - Master Plan Report**

A series of interim working papers and reports will be prepared as a part of individual work elements documenting the findings, analyses and recommendations developed throughout the master plan process. Each of these reports will be disseminated to the Airport Sponsor for review. These working papers will be made available to MoDOT to facilitate their review process including any SOP checklists as applicable. Any necessary FAA coordination will be done through MoDOT.

After review of the interim reports/working papers, these documents and associated revisions will be incorporated into the Master Plan Report. The final report will consolidate supporting documentation and findings developed throughout the course of the study. The report will be prepared in standard 8-1/2" x 11" format with 11" x 17" fold-out exhibits as necessary. The report will incorporate color graphics and be bound in a spiral format.

**Task 8.2 - Executive Summary**

The executive summary shall be a concise overview of the major project elements. For the Airport's use in public out-reach and engagement, an executive summary brochure that encapsulates the major elements of the Master Plan will be developed once the Airport Sponsor, FAA and MoDOT accept the Master Plan. The brochure will be in a full-color 8-1/2" or 11 x 17" double-sided and folded format.

**Task 8.3 - Summary of Documentation and Deliverables**

Preliminary, interim, and final copies of the Master Plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	FAA	MoDOT	CMT
Draft Master Plan Report	3	N/A	1	2
Final Master Plan Report	5	N/A	1	2

Document	Sponsor	FAA	MoDOT	CMT
Final Master Plan Report (PDF) – CD	2	1	1	-
Master Plan Executive Summary	50	N/A	1	2

Electronic versions (in .pdf format) of all deliverables will be provided to the FAA, MoDOT and Airport Sponsor.

## TASK 9.0 - BUSINESS PLAN UPDATE

The purpose of a business for LXT is to assess potential means to improve the Airport's financial performance, economic development, and operation. The business plan will evaluate potential development and optimal operations associated with the implementation of the Airport Master Plan. Because the business plan is reliant on the Master Plan, it is desirable to move these two documents forward in concert.

### Task 9.1 - Strategic Visioning & Goal Setting

Similar to Task 1.4 (Task 1.4 – Airport Objectives & Guiding Principles), this effort is associated with conducting various stakeholder engagement activities to validate or build consensus on LXT's strategic vision. This task is specific to the business plan update due to the strong likelihood that stakeholders are different from that of the master plan and schedules could require a standalone workshop session. It is important to note that the strategic vision and goal setting task as part of the business plan update is materially different than the master plan update. This task includes **one (1) on-site meeting up to two days** to conduct the necessary visioning and goal setting workshops.

### Task 9.2 - Update of Key Business Plan Elements

To understand the commonality between a master plan update and a business plan, a preliminary analysis of key study elements was conducted including a review of the previous business plan as a baseline. It is recognized there are certain study elements which share common analysis and could inform either the master plan or the business plan (example: existing airport conditions). For study elements which were common between both deliverables, the master plan update will be the primary source to develop applicable information.

One key piece of the business plan is identification and confirmation of the City's/Airport management's objectives for operating the Airport through discussions and a Strengths, Weaknesses, Opportunities, & Threats (SWOT) analysis. In this task the team would work with the City and its Economic Development Council to identify the range of stakeholders to include in the SWOT and overall business planning process. This group can include City officials, local businesses, pilot groups, Airport tenants, MoDOT, and others, as desired. From the SWOT and our initial set of meetings a review of the vision statement for the Airport will be conducted and revisions will be made as needed. In addition, an assessment of new opportunities for revenue enhancement that may accompany the runway extension will be done, and review: existing levels of activity, reasons for those levels, expectations for future activity, and opportunities for increased financial production and economic development. The team also anticipates learning about the current economic fabric of the region and any challenges Lee's Summit and its Airport may be facing. By including the EDC in these initial discussions, the team hopes to learn what the current target industries are and how they use the Airport in marketing efforts.

Through a comparison of the two deliverables, the following study elements will be developed under the business plan update:

- ◆ Governance and Staffing
- ◆ Existing Airport Characteristics
- ◆ Market Analysis with Rates & Charges
- ◆ Baseline Financials & Outlook

- ◆ Business Plan Alternatives
- ◆ Industry Trends Impacting LXT
- ◆ Area-Wide Factors Supporting Growth
- ◆ Obstacles to Airport Performance
- ◆ Revenue Enhancement
- ◆ Recommended Plan including Scenario-Based Projections
- ◆ Project Management

Information developed through Task 9.2 will be integrated into the master plan update where applicable and information developed through the master plan will be integrated into the business plan where applicable.

**Task 9.3 - Report & Deliverables**

The business plan is included within the scope of the overall Master Plan effort, but it is intended to be provided as a standalone document. Preliminary, interim, and final copies of the business plan documents for the Airport Sponsor, FAA and MoDOT shall include the following:

Document	Sponsor	MoDOT	CMT
Draft Business Plan Report	3	1	2
Final Business Plan Report	5	1	2
Final Business Plan Report (PDF) - CD	2	1	-
Business Plan Executive Summary	50	1	2

**TASK 10.0 - STAKEHOLDER COORDINATION**

**Task 10.1 - Lee's Summit City Council Presentations**

Up to two (2) presentations will be made to the Lee's Summit City Council and the Board of Aeronautical Commissioners to present the findings of the Master Plan. Specifically, it is anticipated that these presentations will cover the following study elements (subject to direction by the airport):

- ◆ Presentation 1: Findings of the Facility Requirements and Alternatives Process
- ◆ Presentation 2: Recommended Development Plan for the Airport (All Facilities)

**Task 10.2 - General Tenant/Public Information Meetings**

Up to two (2) project information meetings will be held in accordance with project milestones at the direction of the Airport to provide tenants, users, community stakeholders and the public with an opportunity to view and comment on the project progression and the overall "vision" for airport development throughout the 20-year planning horizon. The meeting locations will also be at the direction of the Airport. This task includes effort by the consultant project team to prepare, attend, and summarize the various information meetings.

**TASK 11.0 - PROJECT MANAGEMENT**

The Consultant will manage the Master Plan and provide oversight. Project management tasks will include routine coordination and management, consisting of monthly project progress report preparation, schedule monitoring, meeting minute preparation, FAA and airport coordination, work plan updates, and project close-out procedures.

### Task 11.1 - Project Progress Reports

Each month a written Progress Report will be submitted to the Sponsor. These reports will describe the present status of the project, work to be accomplished, any problems or barriers encountered, and any action items required by the sponsor. The report will also provide a status of actual work accomplished against the schedule goals with a description of reasons for any slippage in the event of such an occurrence. The monthly report will describe any recommended modifications to the Scope of Work and/or schedule milestones, which would alter the original course of the study.

In order to keep the project progressing on schedule and ensure continued coordination throughout the project, a monthly meeting/tele-con will be held. The meeting will be administered by the Consultant Team and will include representatives from the Airport Sponsor and MoDOT. The meetings will include schedule updates, progress reports by each party, upcoming key/target dates for deliverables and any other issues that may arise. As a part of this effort, the Consultant Team will prepare agenda and minutes for each meeting.

### Task 11.2 - Project Administration/Coordination

Necessary for the success of any project is the myriad of functions related to project administration that are not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, internal project team meetings, quality assurance/control reviews, project staffing, coordination with subconsultants, et cetera. These work elements are necessary to ensure proper completion and delivery of the project deliverables.

#### POTENTIAL OUT OF SCOPE WORK

The success of this project, and the ability to deliver the work products on time and within the budget, is dependent upon many variables which are often beyond the Consultant's control. Examples include but are not limited to: accuracy and availability of data from previous studies; additional meetings required to coordinate issues; additional analyses requested by FAA, MoDOT, or the Sponsor, that are not provided for in this scope; updates or changes to the FAA's Advisory Circulars or other related guidance documents; and extraordinary number of required reviews of the Consultant's draft work products. These types of issues may constitute extra services and/or expenses above those contemplated by this work scope and the associated cost proposal. As the project progresses, it will be incumbent upon the Consultant to bring to the attention of the Sponsor, MoDOT and FAA any unforeseen changes to this scope of work and negotiate appropriate additional compensation necessary to fund those extra costs

**EXHIBIT IIA  
 CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED  
 PROJECTS**

**Updated April 18, 2019**

View the most current versions of these ACs and any associated changes at  
[http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/) and  
[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/).

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

Airport: [Lee's Summit Municipal Airport]

MoDOT Project No.: [19-109A-1]

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design

Airport: [Lee's Summit Municipal Airport]

MoDOT Project No.: [19-109A-1]

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

Airport: [Lee's Summit Municipal Airport]  
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150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- <a href="http://www.modot.org/ecr/index.htm">http://www.modot.org/ecr/index.htm</a>

### EXHIBIT III

#### SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Designate contact person (see Section (23)(A)).
10. Pay costs for title searches.

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

**EXHIBIT IV**

**DERIVATION OF CONSULTANT PROJECT COSTS**

**EXHIBIT V**

**SPECIAL SERVICES-COST BREAKDOWN**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT  
LEE'S SUMMIT, MISSOURI  
MASTER PLAN UPDATE - PHASE I

March 12, 2019

1

**DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2019 rates)	<u>COST (\$)</u>
Principal	4	\$77.68	\$310.72
Project Manager II	306	50.88	15,569.28
Project Engineer I	40	49.19	1,967.60
Senior Planner I	586	39.29	23,023.94
Senior Engineer I	0	37.26	0.00
Planner I	576	27.60	15,897.60
GIS Specialist/Sr. Tech I	336	35.33	11,870.88
Registered Land Surveyor	0	41.58	0.00
Administrative Assistant	32	22.64	724.48
		#N/A	
		#N/A	
	1890		

Total Direct Salary Costs = \$69,364.50

2

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @  $\frac{174.09}{100}$  % = \$120,756.66  
 2b FCCM Rate (Optional) @  $\frac{0.00}{100}$  % = \$0.00

3

**SUBTOTAL:**

Items 1 and 2 = \$190,121.16

4

**PROFIT:**

15 % of Item 3 Subtotal\* = \$28,518.17

\*Note: 0-15% Typical

Subtotal = \$218,639.33

5

**OUT-OF-POCKET EXPENSES:**

a. Mileage 7200 Miles @ \$0.580 / Mile = \$4,176.00  
 b. Meals 17 Days @ \$36.00 / Day = \$612.00  
 c. Motel 17 Nights @ \$112.00 / Night = \$1,904.00  
 d. Printing and Shipping = \$1,650.00

Total Out-of-Pocket Expenses = \$8,342.00

6

**SUBCONTRACT COSTS:**

a. Coffman & Associates (Forecast Development) = \$24,972.00  
 b. Centurion Planning & Design (Stakeholder Eng. & Env.) = \$24,940.00

= \$49,912.00

DBE  
N/A  
9%

7

**MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$276,890.00

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

SPECIAL SERVICES  
Master Plan Update Phase I | Business Plan Update  
March 12, 2018

Exhibit V

Classification: Gross Hourly Rate:	Principal \$244.85	Project Manager II \$160.38	Project Engineer I \$155.05	Senior Planner I \$123.84	Senior Engineer I \$117.44	Planner I \$87.00	GIS Specialist Sr. Tech I \$111.36	Registered Land Surveyor \$131.06	Administrative Assistant \$71.36	Other Costs
<b>B. PLANNING TASKS</b>										
1.10 Project Scope Preparation		4		16						
1.20 Quality Assurance Plan		1		6						
1.30 Kickoff Meeting (On-Site)		4		8						
1.40 Airport Objectives & Guiding Principles										
2.10 Airport Inventory		2		8		16				
2.20 Utility Inventory		1		4		8				
2.30 Land Use Inventory		2		8		8				
2.40 Environmental Inventory		4		16		8				
2.50 Interviews (One On-Site Meeting Up to Two Days)		4		12		24				
2.60 Inventory Working Paper										
3.10 General Aviation & Military (Inherent & Local) Forecast		8		16		24	12			
3.20 Prepare Forecast Working Paper		12		16		24	12			
4.1 Airfield Capacity Analysis		2		8		12				
4.2 Airfield Requirements		8		16		16	8			
4.3 General Aviation / Corporate Facilities		12		24		24	8			
4.4 Landside / Support Facilities		8		12		12	8			
4.5 Land Use Development Requirements		8		12		12	8			
4.6 Facility Requirements Working Paper & Presentation		8		12		16	8			
5.1 Airfield		12	2	16		24	8			
5.2 General Aviation / Corporate		24	4	40		60	32			
5.3 Support Facilities		8		16		16	16			
5.4 Land Use Developments		4		8		12	4			
5.5 Environmental Considerations										
5.6 Working Sessions / Meetings		12		24		8	24			
5.7 Preferred Development Plan & Working Paper		12	4	40		40	24			
6.1 Implementation Plan and Capital Improvement Plan		16	8	24		24	16			
7.10 Airport Influence Area (AIA) Definition		8		16						
7.20 Easement Land Use & Regulatory Inventory		2		24		16	16			
7.30 Land Use Comptability Assessment		8		16		8	16			
7.40 Land Use Recommendations		8		24		32	40			
8.10 Master Plan Report		24	8	40		80	40			
8.20 Executive Summary		4	2	8		12	16		24	
8.30 Summary of Documentation and Deliverables		2		4		8	8		8	
9.10 Strategic Visioning & Goal Setting										
9.20 Update of Key Business Plan Elements										
9.30 Report & Deliverables										
10.10 Lee's Summit City Council Presentations (up to 2 presentations)		16		16		16	8			
10.20 General Tenant Information Meetings (up to 3 meetings)		20		20		16	4			
11.10 Project Progress Reports		14		24						
11.20 Project Administration/Coordination		28		32						
Total Hours =	1,880	306	40	586	0	576	336	0	32	
Total =	\$276,893.33	\$49,074.92	\$6,201.94	\$72,572.26	\$0.00	\$50,109.79	\$37,417.43	\$0.00	\$2,283.59	\$56,254.00
<b>PART B SUBTOTAL = \$276,890.00</b>										
<b>GRAND TOTAL = \$276,890.00</b>										

(1) Mileage, Motel and Meals  
(2) Equipment, Materials and Supplies  
(3) Computer Services  
(4) Vendor Services  
(5) Printing and Shipping

Exhibit V-1

March 1, 2018

Andrew J. Bodine, PE  
Senior Aviation Planner  
**Crawford, Murphy & Tilly**  
2750 West Washington Street  
Springfield, IL 62702

RE: Lee's Summit Airport Master Plan Proposed Scope and Fee

Dear Andy;

Please consider this Centurion Planning & Design, LLC's (CPD) fee proposal for the Lee's Summit Airport Master Plan assignment. We appreciate the opportunity to work with you on this important project for the City.

Based upon a review of the scope, we have prepared a fee estimate to assist with the following task:

**Task 1.4 – Airport Objectives and Guiding Principals (CPD support and provide input)**

**Task 2.4 – Environmental Inventory**

**Task 5.5 – Environmental and Sustainable Considerations**

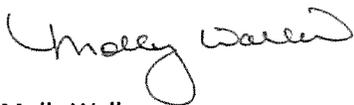
**Task 10.2 – General Tenant/Public Outreach Meetings (2) – includes prep time**

We have assigned Molly Waller, Principal Planner and Clay Smith, Planner to this effort. Molly's hourly rate is \$230 and Clay's hourly rate is \$150. Below is the effort estimate and anticipated fee for each task.

Task 1.4	Principal Planner 16 hours	\$ 3,680
Task 2.4	Principal Planner 24 hours	\$ 5,520
	Planner 6 hours	\$ 900
Task 5.5	Principal Planner 32 hours	\$ 7,360
	Planner 10 hours	\$ 1,500
Task 10.2	Principal Planner 26 hours	<u>\$ 5,980</u>
	TOTAL	\$ 24,940

Thank you for the opportunity to work on this project.

Sincerely,



Molly Waller  
Principal Planner

**COST SUMMARY COFFMAN ASSOCIATES  
AIRPORT MASTER PLAN FORECAST  
LEE'S SUMMIT MUNICIPAL AIRPORT**

ELEMENT/TASK	HOURS				Costs		TASK TOTAL	
	Principal	Sr. Planner	Planner	Technical	LABOR	EXPENSES		
	\$305	\$270	\$199	\$131				
<b>ELEMENT 1.0 - DEMAND PROJECTIONS</b>								
1.1	Compile Current and Historic GA Activity	0	0	4	4	\$ 1,320	\$ -	\$ 1,320
1.2	Define LXT Service Area	0	4	0	4	\$ 1,604	\$ -	\$ 1,604
1.3	Review Socioeconomic Data and Forecasts	0	0	4	4	\$ 1,320	\$ -	\$ 1,320
1.4	Prepare General Aviation Forecasts	0	8	16	0	\$ 5,344	\$ -	\$ 5,344
1.5	Prepare Forecasts of Peaking Characteristics	0	4	0	0	\$ 1,080	\$ -	\$ 1,080
1.6	Identify Existing and Future Critical Aircraft	0	0	4	8	\$ 1,844	\$ -	\$ 1,844
1.7	Prepare Forecast Working Paper	4	8	4	12	\$ 5,748	\$ -	\$ 5,748
1.8	Forecast Meeting/Presentation	0	4	0	4	\$ 1,604	\$ 100	\$ 1,704
1.9	Estimate Current Aircraft Operations	0	0	12	20	\$ 5,008	\$ -	\$ 5,008
<b>PROJECT TOTALS</b>		<b>4</b>	<b>28</b>	<b>44</b>	<b>56</b>	<b>\$ 24,872</b>	<b>\$ 100</b>	<b>\$ 24,972</b>

## EXHIBIT VI

### PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

#### BASIC SERVICES

##### E. Other Services

1. Master Plan Update Phase I

**(365)** calendar days  
after receipt of NTP