

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-2039
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

April 2, 2020 - 6:00 PM
MEETING WILL BE HELD
REMOTELY ON
GoToWebinar

<https://attendee.gotowebinar.com/register/8992811451510512142>

******* Note: Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board. Packets are available on the back table and on the City's website at www.osagebeach.org.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

- A. Proclamation authorizing the Mayor to proclaim April 12-18, 2020 National Public Safety Telecommunications Week
- B. Proclamation authorizing the Mayor to proclaim April 12-18, 2020 Local Government Week.

CITIZENS' COMMUNICATIONS

- ▶ This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, nor will it respond tonight to questions, although staff may be directed to respond at a later time, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

- ▶ Minutes of Board of Aldermen meeting March 17, 2020
- ▶ Bills List- April 2, 2020

UNFINISHED BUSINESS

- A. Bill 20-12- An ordinance of the City of Osage Beach, Missouri, setting the Per Diem fee for meetings attended by the Aldermen and Mayor by repealing and replacing Section 111.070 of the Osage Beach Municipal Code. *Second Reading*
- B. Bill 20-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Kohl Wholesale Foods to provide concession and janitorial supplies for the City parks in an amount not to exceed \$25,000. *Second Reading*
- C. Bill 20-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the Lee C. Fine Apron Project 20-046B-1. *Second Reading*
- D. Bill 20-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for professional services at the Lee C Fine Airport. *Second Reading*

NEW BUSINESS

- A. Motion to approve the expenditure of City funds to Ameren UE to relocate utilities for the Mace Road Phase 2A project in the amount not to exceed \$35,467.89.
- B. Bill 20-22 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB20-004 Swiss Village Water Tower Cleaning 2020 to Central Tank Coatings, Inc. in the amount of \$25,000.00 *First and Second Reading*
- C. Bill 20-23 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB20-003 with Stockman Construction Corp for the Water Main to Swiss Village Well#3 project, in an amount not to exceed \$92,640.00. *First Reading*

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's office forty-eight hours in advance of the meeting at the above telephone number.



PROCLAMATION

National Public Safety Telecommunications Week
April 12-18, 2020

Whereas, emergencies can occur at anytime that require police, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the Osage Beach 911 communications center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

Whereas, Public Safety Telecommunicators of the Osage Beach Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, John Olivarri, Mayor of the City of Osage Beach, Missouri, do hereby proclaim the week of April 12 through April 18, 2020 as

National Public Safety Telecommunications Week

in Osage Beach, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Osage Beach, Missouri, to be affixed this 2nd day of April 2020.

Attest:

John Olivarri, Mayor

Tara Berreth, City Clerk



Proclamation

Local Government Week April 12-18, 2020

WHEREAS, local governments in Missouri make important decisions that affect the lives of all Missourians, and

WHEREAS, local governments are the level of government closest to the people, and

WHEREAS, local governments include board of aldermen, city councils, county commissions, school boards among others, and

WHEREAS, local governments are the ultimate expression of grassroots democracy, and

WHEREAS, local governments play an essential role in the quality of life in Missouri communities,

NOW, THEREFORE, I, John Olivarri, Mayor do hereby name April 12-18, 2020

LOCAL GOVERNMENT WEEK

in Osage Beach and urge all Missourians to join me in recognizing local governments as they serve their communities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 2nd day of April 2020.

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
March 17, 2020

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, March 17, 2020 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivari, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Tyler Becker and Alderman Richard Ross. Absent - Alderman Kevin Rucker, Alderman Greg Massey. Tara Berreth, City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS

Expressed appreciation to the community for their patience as the city formulates recommendations and policies for our employees, citizens and visitors. Policies and recommendations are being developed and modified or changed at a rapid pace at the Federal level – Presidential and CDC.

CITIZENS' COMMUNICATIONS

Mark Olson – Presented pictures of property damage from altered drainage by his neighbor and graffiti that was placed on her side of fence. (pictures attached) Feels he is being harassed. Would like some help from the City? Alderman Ross expressed this frustration on this situation. That the system needs to use all its resources to help solve this situation.

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda (Minutes March 5, 2020 and Bills List March 17, 2020). This motion was seconded by Alderman Becker. Motion passes by voice vote.

UNFINISHED BUSINESS

Bill 20-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB20-002 with Vance Brothers Inc., for Slurry Seal 2020 in an amount not to exceed \$153,888.74. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 20-13 as presented. This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 20-13 and to pass same into ordinance: “Ayes” Alderman Marose, Alderman Walker, Alderman Becker, and Alderman Ross “Absent” Alderman Massey and Alderman Rucker “Nays” – 0. Bill 20-13 was passed and approved as Ordinance 20-13.

NEW BUSINESS

** Resolution 2020-01- A resolution of the City of Osage Beach, Missouri, adopting the Camden County Hazard Mitigation Plan

Alderman Ross made a motion to adopting Resolution 2020-01 – Camden County Hazard Mitigation Plan. This motion was seconded by Alderman Becker. Motion passes by voice vote.

** Bill 20-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Kohl Wholesale Foods to provide concession and janitorial supplies for the City parks in an amount not to exceed \$25,000. *First Reading*

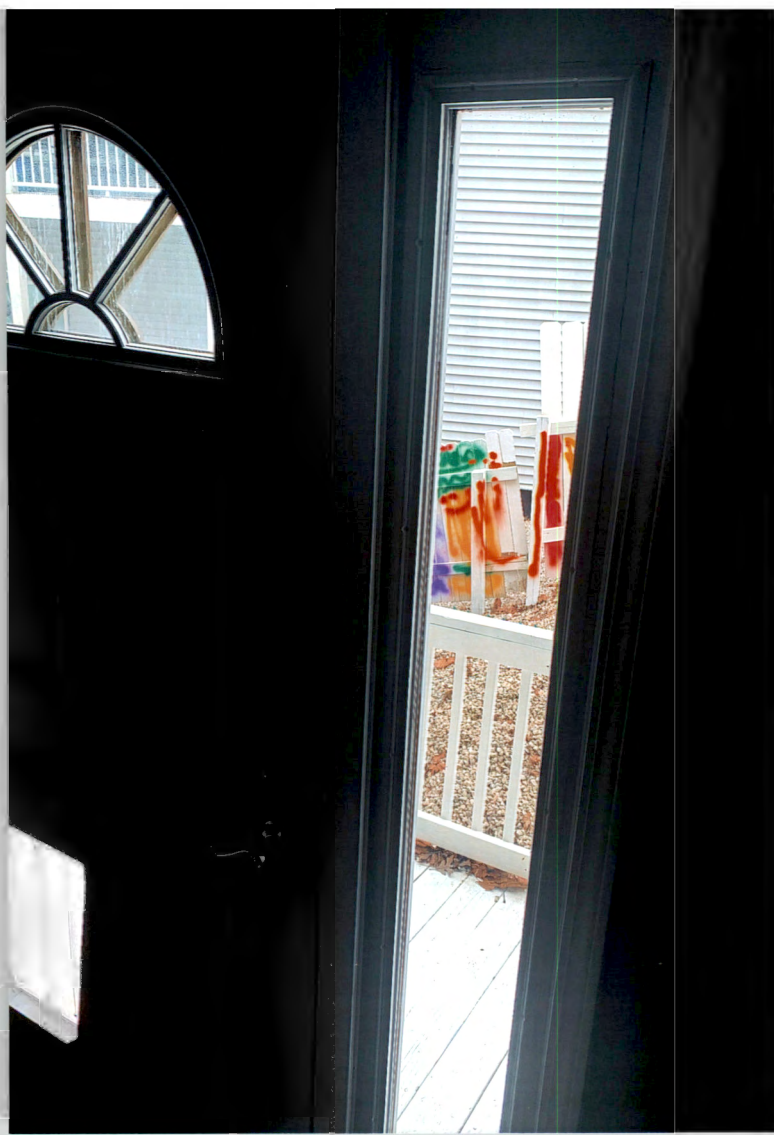


























After comparing all the items that were bid as best as we could, it was determined that Kohl Wholesale Foods was the lowest and best bid for all supplies. Several of the bids were incomplete with products requested and it was too difficult to determine if they were a better cost without that data. This will be a one-year contract with option to renew annually for two more years

Alderman Walker made a motion to approve the first reading of Bill 20-14. This motion was seconded by Alderman Marose. Motion passes with voice vote.

**** Bill 20-15 - An ordinance of the City of Osage Beach, Missouri, authorizing an additional not to exceed amount of \$85,000 under the existing LOR Engineering, LLC Professional Service Agreement. *First and Second Reading***

In November 2019 the Board of Aldermen approved a Professional Service Agreement with LOR Engineering, LLC, dba Cochran Engineering, to provide the City with City Engineering services during the vacancy of the City Engineer position. This contract agreement was for the most part a time and expense contract in which we pay for services utilized. At the time of the agreement, I asked for a not to exceed amount of \$45,000 to finish out FY2019 and roll into FY2020. The interim time period of vacancy for this position is unknown. This request is to add an additional not to exceed amount of \$85,000 to continue our partnership with Cochran for City Engineer services. They have provided valuable services from the start that has kept projects moving and closed out numerous open issues that required resolution. These included many complaints and claims from citizens that included storm water issues as well as water and wastewater service issues. Including pending bills to be paid for service through March, costs are approximately \$35,000 to date. The time and expense are expected to level out on a monthly basis as many of the tasks they have been working on were pending issues that needed timely responses, i.e. citizen issues and claims, issues with current projects from previous year(s). An additional service that is included in this request, is for \$20,000 to complete a thorough Preventive Pavement Maintenance Plan. This is expected to be completed within the next couple months and will be instrumental in Board and Staff prioritization and the planning of the transportation resources effectively. If approved, a budget amendment will be brought before the Board. Through March saving are approximately \$35,000 in personnel expenses that were budget in the Engineering Department due to the current vacancies; these savings off -et these service costs.

Alderman Ross made a motion to approve the first reading of Bill 20-15 as presented. This motion was seconded by Alderman Marose. Motion passes with a voice vote.

Alderman Becker made a motion to approve the second reading of Bill 20-15 as presented. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 20-15 and to pass same into ordinance: “Ayes” Alderman Marose, Alderman Walker, Alderman Becker, and Alderman Ross “Absent” Alderman Massey and Alderman Rucker “Nays” – 0 “Absent” - 2. Bill 20-15 was passed and approved as Ordinance 20-15.

**** Bill 20-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the Lee C. Fine Apron Project 20-046B-1. *First Reading***

These grant agreements provide the City reimbursement for the engineering services for the Lee C. Fine Apron Project. This grant is for \$195,254.00 (95% funded) which is MoDOT Aviation's portion of the engineering services for this project. Total engineering cost is \$205,532.18 (City's portion, not to exceed \$10,278.18.00) for engineering services is also listed in this agenda. The total engineering costs is made up

of the City's engineering contract with CMT and the cost of an Independent Fee Study required for a project of this size. There are two separate grants attached to this agenda item that make up the grant amount. A State Block Grant for project #20-046B-1 with monies coming from the FAA = \$184,978.00 (90%) A MoDOT airport aid agreement for project #AIR 20-046B with monies coming from the State of Missouri = \$10,276.00 (5%) The City of Osage Beach will be responsible for the remainder, \$10,278.18. (5%) These grant agreements will be brought before the Board for approval to be amended once construction costs and the construction phase engineering costs for this project are established later this year.

Alderman Marose made a motion to approve the first reading of Bill 20-16. This motion was seconded by Alderman Becker. Motion passes by voice vote.

**** Bill 20-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, and Tilly for professional services at the Lee C Fine Airport. *First Reading***

This contract is for design services only. The total cost of this agreement is \$202,032.18. The FAA and MoDOT require the City to have an independent cost analysis done when the engineering fees exceed \$100,000. An independent fee study was done by a different engineering firm to see if the fees are within reason. The cost of the independent fee study (\$3,500.00) will be included in the grant for this project. Total engineering cost currently are \$205,532.18 (\$202,032.18 + \$3,500.00) There are two separate grants attached to these costs: A State Block Grant for project #20-046B-1 with monies coming from the FAA = \$184,978.00 (90%) A MoDOT airport aid agreement for project #AIR 20-046B with monies coming from the State of Missouri = \$10,276.00 (5%) The City of Osage Beach will be responsible for the remainder, \$10,278.18) (5%) Please note, this contract will be brought before the Board for approval to amend to include the construction phase engineering costs for this project once that is established. The final step before work begins will be a separate contract for the construction costs which will be brought before the Board of Aldermen.

Alderman Ross made a motion to approve the first reading of Bill 20-17. This motion was seconded by Alderman Becker. Motion passes by voice vote.

**** Bill 20-18 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Evoqua Water Technologies, LLC to provide odor control chemicals in an amount not to exceed \$80,000. *First and Second Reading***

The City has used Evoqua Water Technologies for many years now to provide us with full-service odor control products and service. Please note that staff is currently analyzing the odor control practices and applications that have been in place to see where enhancements may be made. At this time with the current contract coming due the department would like to renew for another period to continue our current practices and application of chemicals. This request is a not to exceed request for services and product for the duration of the contract, which runs through March 31, 2021.

Alderman Walker made a motion to approve the first reading of Bill 20-18 as presented. This motion was seconded by Alderman Becker. Motion passes with a voice vote.

Alderman Ross made a motion to approve the second reading of Bill 20-18 as presented. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-18 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Becker,

and Alderman Ross “Absent” Alderman Massey and Alderman Rucker “Nays” – 0 “Absent” - 2. Bill 20-18 was passed and approved as Ordinance 20-18.

****Bill 20-19** An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract modification No. 5 in an amount not to exceed \$37,085.10 for Project No. OB19-010 with Heggemann, Inc. for the Swiss Village Well No. 3 for a total contract amount not to exceed \$652,038.60.
First and Second Reading

Heggemann, Inc. was awarded the construction contract #OB19-010 for the Swiss Village Well No. 3 on July 18, 2019 by the Board of Aldermen for the contract of not to exceed \$553,292. Additional contract modifications have approved in since November totaling \$61,662 for additional casing due to actual drilling depths, for underground primary electrical service, and for well production testing as recommended by MDNR (Missouri Department of Natural Resources). This modification request #5 is for an amount not to exceed \$37,085.10 for a total #OB19-010 contract amount not to exceed \$652,038.60. This modification is needed based on the testing results; pump size, depth and other items are needed. All modifications are reviewed by our City Engineers, Cochran Engineering. HDR are the contract engineers for this project. OB19-010 Swiss Village Well No.3 was a FY2019 budgeted project with a portion of carryover for the project into FY2020. We estimated during the budget process a certain project percentage would be completed and paid in FY2019 (a majority) with only about \$100,000 to be remaining in FY2020. Those estimates were off as a majority of the project is being completed and paid in FY2020. For 30-00-773170 New Wells account, Heggemann contract total of \$652,038.60 (includes this request) plus other work needed (Swill Village Water Main Project - Invitation to Bid closes 3/17/2020), I expect approximately \$55,000 over budget for the New Well line item overall. Once the project is completed a budget amendment will be presented to the Board of Aldermen that will account for the carried over allocation from FY2019 and additional allocation that may be needed.

Alderman Ross made a motion to approve the first reading of Bill 20-19 as presented. This motion was seconded by Alderman Walker. Motion passes with a voice vote.

Alderman Marose made a motion to approve the second reading of Bill 20-19 as presented. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-19 and to pass same into ordinance: “Ayes” Alderman Marose, Alderman Walker, Alderman Becker, and Alderman Ross “Absent” Alderman Massey and Alderman Rucker “Nays” – 0 “Absent” - 2. Bill 20-19 was passed and approved as Ordinance 20-19.

**** Bill 20-20** - An ordinance of the City of Osage Beach, Missouri, establishing a Pandemic Illness Leave Policy by adding new section Chapter 125.130.F. of the Osage Beach Municipal Code. *First and Second Reading*

In response to the pandemic that has been declared and in order to plan for the possible affects this could have on employees, this request adds flexibility to using leave but ensuring employees recover should this pandemic affects them. Adding section 125.130.F. gives employees the ability to borrow against future personal time specifically for declared pandemic absences, such as the COVID-19. This option is currently not allowed in our policies.

Alderman Marose made a motion to approve the first reading of Bill 20-20 as presented. This motion was seconded by Alderman Becker.

After discussion Alderman Marose and Alderman Becker both wished to withdraw their motions.

Alderman Ross felt it was unfair to make the employees use their vacation. Wanted to make sure that employees have some hours to use the rest of the year.

Alderman Ross made a motion to approve the first reading of Bill 20-20 as is with the removal of the use of vacation time. This motion was seconded by Alderman Marose. Motion passes with a voice vote.

Alderman made a motion to approve the second reading of Bill 20-20 as is with the removal of the use of vacation time. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-20 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Becker, and Alderman Ross "Absent" Alderman Massey and Alderman Rucker "Nays" – 0. Bill 20-20 was passed and approved as Ordinance 20-20.

**** Motion to approve the purchase of new PC's, Laptops's, and related equipment from Hypertec Direct for \$49,294.72.**

This is a request to approve the purchase of the necessary equipment to switch our system from VDI to PCs in the amount of \$49,294.72.

Alderman Becker made a motion to approve the purchase of new PC's, Laptops's, and related equipment from Hypertec Direct for \$49,294.72. This motion was seconded by Alderman Ross. Motion passes with voice vote.

**** Motion to accept changes in design of Ledges Drive and Stone Ledge Drive.**

Ledges Drive Improvement Project is a project that we have partnered with the Osage Beach Special Road District (OBSRD) which includes improvements to Ledges Drive and Stone Ledge Drive, both private roads that upon completion of improvements a request to accept as a public roadway would be made. Representatives from the Ledges and Stone Ledges approached the OBSRD in 2018 requesting financial assistance to bring the road to the necessary standards for the City to accept as a public roadway. This is a common practice. The City and OBSRD came to an agreement to proceed with improvements; the OSRD committing funds to the project in October 2018 equal to the initial estimate of \$110,090 (100% financial contribution) and the Board of Aldermen approving to design and inspect said project in November 2018. The project has two parts, 1) the improvement portion that would be turned over to the City, to be paid by the OBSRD, and 2) an improvement portion that would not be turned over, to be paid by the property owners. It was planned to be bid as one project but separated financially. The first part as described above is what is included in the FY2020 Budget, carried over from FY2019. As staff began designing the project it became apparent that changes were necessary which has ultimately changed the estimated project costs. The Board of Aldermen is being presented this item again in an effort to clarify the changes in design and to request approval to move forward with the department's recommendation, proceeding with improvement at an estimated cost of \$180,000. The City's Design Guidelines do state the Board of Aldermen may approve improvements to substandard streets that can't conform to the guidelines due to obstacles, i.e. inadequate right-of-way, etc. ("Section 5 - Existing City Streets - Reconstruction and Upgrading"). The next step will be to take the changes to the OBSRD and to shore up their financial commitment based on the new estimate.

Alderman Becker made a motion to accept changes in design of Ledges Drive and Stone Ledge Drive. This motion was seconded by Alderman Ross. Motion passes with a voice vote.

**** Discussion - Golf Carts**

Staff was directed to do some research on speed limits and the use of golf carts on the City streets. Then return to the Board for review.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross – Take extraordinary measures, completely limit access by the public to the city offices. Test all employees before work. Think outside the box.

Alderman Marose – Take extra precautions and have people start using the drop box. Be smart. No large crowds.

STAFF COMMUNICATIONS

City Administrator Woods – Internally encouraging all to cancel, postpone any upcoming meetings. All meetings that are to be held in the Chambers has been canceled until further notice. Employees are to practice safety measures, be aware of surroundings. Public Works are to limit to one person per vehicle. Suspended all disconnections for utilities. Ordered my hand sanitizer and thermometers.

City Attorney Rucker – Working on trying to do video conferencing. Doing research from the AG's office. And tracking the Governors actions.

Police Chief Davis – 15 new cases in Missouri

Assistant City Administrator Welty – Thank you for the approval to purchase the new computers.

Parks Vandevort – Sending out emails to cancel sports events.

Airports Dinsdale – No Aviation Day

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 8:25p.m.

I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on March 17, 2020 and approved on April 2, 2020.

Tara Berreth, City Clerk

John Olivarri, Mayor

2020 VDI versus PC's Budget Comparison

		FY2020 Budget	IF VDI System is Maintained	FY2020 Budget vs VDI System	Change to PC Infrastructure	FY2020 Budget vs PC Infrastructure
Information Technology (10-19)						
	Total Personnel	\$ 85,178	\$ 85,178	\$ -	\$ 85,178	\$ -
10-19-729200	Training & Conferences	\$ 4,122	\$ 4,122	\$ -	\$ 4,122	\$ -
10-19-733610	Maintenance/Support Services	\$ 229,105	\$ 262,645	\$ 33,540	\$ 202,611	\$ (26,494)
10-19-733800	Professional Services	\$ 95,000	\$ 111,000	\$ 16,000	\$ 80,000	\$ (15,000)
10-19-743200	Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
10-19-743400	Equipment Repair	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -
10-19-744700	Mobile Devices & Service	\$ 1,560	\$ 1,560	\$ -	\$ 1,560	\$ -
10-19-753010	Internet Connections	\$ 59,850	\$ 59,850	\$ -	\$ 59,850	\$ -
10-19-761000	Supplies	\$ 300	\$ 300	\$ -	\$ 300	\$ -
10-19-761100	Postage	\$ 40	\$ 40	\$ -	\$ 40	\$ -
10-19-761000	Gasoline/Fuel	\$ -	\$ -	\$ -	\$ -	\$ -
10-19-764200	Memberships	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Operations and Maintenance	\$ 391,977	\$ 441,517	\$ 49,540	\$ 350,483	\$ (41,494)
10-19-774131	Tools	\$ 200	\$ 200	\$ -	\$ 200	\$ -
10-19-774250	Computer Equipment	\$ 4,550	\$ 94,550	\$ 90,000	\$ 40,353	\$ 35,803
10-19-774251	Computer Software	\$ -	\$ -	\$ -	\$ -	\$ -
10-19-774253	Printers	\$ -	\$ -	\$ -	\$ -	\$ -
10-19-774255	Machinery & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
10-19-774260	Office Furniture	\$ -	\$ -	\$ -	\$ -	\$ -
10-19-774261	Office Equip & Machinery	\$ -	\$ -	\$ -	\$ -	\$ -
10-19-774267	Communication Equip - Network	\$ 9,000	\$ -	\$ (9,000)	\$ -	\$ (9,000)
	Total Operating Capital	\$ 13,750	\$ 94,750	\$ 81,000	\$ 40,553	\$ 26,803
	Total Information Technology	\$ 490,905	\$ 621,445	\$ 130,540	\$ 476,214	\$ (14,691)

		FY2020 Budget	IF VDI System is Maintained	FY2020 Budget vs VDI System	Change to PC Infrastructure	FY2020 Budget vs PC Infrastructure
Computer Equipment - Other Funds/Departments						
10-14-774250	Computer Equipment	\$ 7,610	\$ 7,610	\$ -	\$ 8,169	\$ 559
20-00-774250	Computer Equipment	\$ -	\$ -	\$ -	\$ 2,288	\$ 2,288
30-00-774250	Computer Equipment	\$ -	\$ -	\$ -	\$ 1,446	\$ 1,446
35-00-774250	Computer Equipment	\$ -	\$ -	\$ -	\$ 1,446	\$ 1,446
40-00-774250	Computer Equipment	\$ -	\$ -	\$ -	\$ 1,315	\$ 1,315
45-00-774250	Computer Equipment	\$ -	\$ -	\$ -	\$ 1,972	\$ 1,972
47-00-774250	Computer Equipment	\$ -	\$ -	\$ -	\$ 1,314	\$ 1,314
	Total	\$ 7,610	\$ 7,610	\$ -	\$ 17,952	\$ 10,342
TOTAL ALL FUNDS		\$ 498,515	\$ 629,055	\$ 130,540	\$ 494,166	\$ (4,349)

10-19-733610 Maintenance and Support Services \$26,494.00 - VDI and server support services that will not be needed with this changes.
 10-19-733800 Professional Services \$15,000.00 - Savings gained when we selected Forward Slash as our Managed IT Service.
 10-19-774267 Communication Equip. Network \$9,000.00 - Instead of purchasing switches this year we will continue using the existing ones, use spare switches replaced last year for backups, and reevaluate switch purchases in future years.

??-??-774250 Computer Equipment \$45,345.00 - Saving will be moved to the various computer equipment accounts to pay for the new PC's and Laptops.



Hypertec Direct USA

1868 E. Broadway Rd
Tempe, Arizona 85282
United States
<http://www.hypertecdirect.com/>
(P) 1-866-787-0426 (F) 480-626-9001

Quotation (Open)

Date

Mar 16, 2020 03:57 PM
EDT

Modified Date

Mar 16, 2020 04:06 PM
EDT

Doc

63361 - rev 1 of 1

Description

Revised BID NEW PC & RELATED MATERIALS PURCHASE

SalesRep

Pratt, Toni
(P) 866-787-0426 ext. 4205

Customer Contact

Bean, Mikeal
mbean@osagebeach.org

Customer

The City of Osage Beach (DIR-
TC12366)
Bean, Mikeal
1000 City Parkway
Osage Beach, MO 65065
United States

Bill To

The City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
United States

Ship To

The City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
United States

Shipping and Payment Info

Customer PO:

Terms:

Undefined

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

Products

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Dell OptiPlex 3070 MLK - micro - Core i5 9500T / 2.2 GHz - RAM 16 GB - SSD 256 GB - UHD Graphics 630 - GigE - Win 10 Pro 64-bit - monitor: none - with 3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NXXCR	Yes	48	\$614.06	\$29,474.88
2		Dell Upgrade to 3Y ProSupport Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: NBD - for OptiPlex 3020, 3040, 3046, 3050, 3060	808-3177	Yes	48	\$43.42	\$2,084.16
3		Dell Latitude 3500 Core i5 8265U / 1.6 GHz - Win 10 Pro 64-bit - 16 GB RAM - 256 GB SSD NVMe - 15.6" 1920 x 1080 (Full HD) - UHD Graphics 620 - Wi-Fi, Bluetooth - BTS - with 1 Year Dell Hardware Service with Onsite/In-Home Service After Remote Diagnosis	1K0YX	Yes	17	\$731.49	\$12,435.33
4		Dell Upgrade from 1Y Next Business Day to 3Y Next Business Day Extended service agreement - parts and labor - 2 years (2nd/3rd year) - on-site - business hours - response time: 2 business days - for Latitude 13 3379, 3390 2-in-1, 33XX, 34XX, 35XX, E5440, E5540	808-3105	Yes	17	\$110.00	\$1,870.00
5		Dell Universal Dock D6000 - Docking station - USB - GigE - 130 Watt - for Inspiron 3780; Latitude 7390 2-in-1, 7400 2-in-1; Vostro 5390, 5391; XPS 13 9380	DELL- D6000	Yes	15	\$168.61	\$2,529.15
6		Panasonic CF-VEB541AU Port replicator - for Toughbook 54	CF- VEB541AU	Yes	2	\$279.52	\$559.04
7		Precision 3630 Tower CTO BASE	210-AOZN	Yes	1	\$1,255.40	\$1,255.40

Subtotal: **\$50,207.96**
Tax (0.000%): **\$0.00**

②
3/17/2020
Page 26 of 204

Shipping: \$0.00
Total: \$50,207.96

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Terms and Conditions

All returns must be accompanied by original invoice and authorized RMA number

**CITY OF OSAGE BEACH
BILLS LIST
April 2, 2020**

Bills Paid Prior to Board Meeting	\$	143,145.52
Payroll Paid Prior to Board Meeting	\$	115,861.85
SRF Transfer Prior to Board Meeting	\$	249,173.79
TIF Transfer Dierbergs	\$	80,140.65
TIF Transfer Prewitt's Pt	\$	164,965.78
Bills Pending Board Approval	\$	202,133.05
Total Expenses	\$	<u>955,420.64</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE FAMILY SUPPORT PAYMENT CENTER	FEB CVC COLLECTIONS	627.44
			Case #31550944	138.46
			Case ID41477632	138.46
		MO DEPT OF REVENUE MO TREASURER BUDGET DIRECTOR INTERNAL REVENUE SERVICE	State Withholding	3,566.00
			FEB PEACE OFFICER TRAINING	88.00
			Fed WH	10,393.21
		ICMA	FICA	7,214.12
			Medicare	1,687.19
			Loan Repayment	250.00
			Loan Repayment	160.13
			Loan Repayment	91.20
			Loan Repayment	233.04
			Loan Repayment	63.78
			Loan Repayment	213.53
			Loan Repayment	80.59
			Loan Repayment	264.35
			Retirement 457 &	2,185.22
			Retirement 457	1,301.99
			Loan Repayments	204.91
			Loan Repayments	486.25
			Loan Repayments	414.23
			Loan Repayments	294.49
		CITIZENS AGAINST DOMESTIC VIOLENCE HSA BANK	Loan Repayments	408.52
			Loan Repayments	320.69
			Loan Repayments	108.24
			Loan Repayments	113.47
			Loan Repayments	79.18
			Retirement Roth IRA %	42.68
			Retirement Roth IRA	425.00
			FEB CADV COLLECTIONS	176.00
			HSA Contribution	65.00
			HSA Family/Dep. Contributi	1,560.16
		SHERIFFS RETIREMENT SYSTEM ONE TIME VENDOR	FEB COLLECTIONS	264.00
			Bond Refund:170488002-01	30.00
			Bond Refund:170488003-01	140.00
			Bond Refund:190048958-01	112.50
			Bond Refund:190048958-01	140.00
			HARDY, RACHEL:REFUND PARK	70.00
			TOTAL:	34,152.03
Mayor & Board	General Fund	WHITE, RON WOODS, JEANA INTERNAL REVENUE SERVICE	REFUND VOLNTR DINNER CANCE	25.00
			REFUND VOLNTR DINNER CANCE	25.00
			FICA	168.43
		ICMA	Medicare	39.42
			Retirement 401	163.00
			REIMB-CVB DINNR REG C.OLIV	35.00
		OLIVARRI, JOHN BOWMAN, KAREN	BOARD OF ZONING ADJ MEETIN	25.00
			BOARD OF ZONING ADJ MEETIN	25.00
		O'KEEFE, GLORIA	BOARD OF ZONING ADJ MEETIN	25.00
			BOARD OF ZONING ADJ MEETIN	25.00
		GROSS, RANDY	BOARD OF ZONING ADJ MEETIN	25.00
			BOARD OF ZONING ADJ MEETIN	25.00
		MAYER, LOUIS	BOARD OF ZONING ADJ MEETIN	25.00
			BOARD OF ZONING ADJ MEETIN	25.00
		CATCOTT, FRED	BOARD OF ZONING ADJ MEETIN	25.00
			BOARD OF ZONING ADJ MEETIN	25.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	705.85
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	514.44
			Medicare	120.32
		ICMA	Retirement 401%	86.28
			Retirement 401	517.68
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	88.60
		HSA BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,552.32
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	231.10
			Medicare	54.04
		LAKE SUN LEADER 81525 & 1586450	ANNUAL SUBSCRIPTION 4/20-4	190.01
		ICMA	Retirement 401%	38.15
			Retirement 401	228.93
		HSA BANK	HSA Contribution	37.50
			TOTAL:	779.73
City Treasurer	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	ANNUAL GOV GAAP UPDATE	180.00
		INTERNAL REVENUE SERVICE	FICA	566.13
			Medicare	132.40
		ICMA	Retirement 401%	81.48
			Retirement 401	488.82
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,636.33
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	81.76
			Medicare	19.12
		ICMA	Retirement 401%	14.33
			Retirement 401	86.01
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	276.22
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	339.76
			Medicare	79.46
		ICMA	Retirement 401%	55.47
			Retirement 401	332.85
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	882.54
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	431.08
			Medicare	100.81
		ICMA	Retirement 401%	54.15
			Retirement 401	427.45
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	132.90
		WEX INC	BLDG DEPT FUEL	129.34
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			TOTAL:	1,500.73
Building Maintenance	General Fund	FASTENAL CO	HOSE CLAMPS	7.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	55.26
			Medicare	12.92
		GEO SERVICES LLC	HVAC MAINTENANCE	190.00
		WINDOWS & MORE	WINDOW SHADES- CH BREAKROO	1,928.00
			TOTAL:	2,193.18
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	330.71
			Medicare	77.34
		ICMA	Retirement 401%	31.09
			Retirement 401	276.51
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	44.30
		WEX INC	PARK DEPT FUEL	186.19
		AMEREN MISSOURI	PP LWR DIAMND LTS 2/6-3/9/	13.59
			HWY 42 BALL PRK LTS 2/6-3/	15.22
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,162.45
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	174.98
			Medicare	40.93
		ICMA	Retirement 401%	31.97
			Retirement 401	191.83
		HSA BANK	HSA Family/Dep. Contributi	98.93
		ROSS, RICHARD	MEDICAL REIMB 7/1/18-6/30/	250.00
			MEDICAL REIMB 7/1/19-6/30/	250.00
			TOTAL:	1,038.64
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	60.97
		WEX INC	CITY HALL GPS	350.00
		XEROX CORPORATION DBA XEROX FINANCIAL	CITY HALL	230.10
		MITEL CLOUD SERVICES INC	PH SVC 4/1-4/30/20	2,315.87
			TOTAL:	2,956.94
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,585.46
			Medicare	604.65
		ICMA	Retirement 401%	331.40
			Retirement 401	2,617.28
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	438.86
		WEX INC	POLICE DEPT FUEL	3,301.01
			POLICE DEPT CAR WASHES	121.87
		XEROX CORPORATION DBA XEROX FINANCIAL	POLICE	206.55
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	1,363.57
			TOTAL:	11,683.15
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 2/23/20	1,014.34
		INTERNAL REVENUE SERVICE	FICA	845.82
			Medicare	197.82
		ICMA	Retirement 401%	114.33
			Retirement 401	772.02
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	99.99
			COMM CABLE	41.32
		AT&T MOBILITY-CELLS	911 CELL PHONES	44.30
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	300.00
		MITEL CLOUD SERVICES INC	PD RECORDING 4/1-4/30/20	262.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,804.82
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	201.20
			Medicare	47.06
		ICMA	Retirement 401%	33.27
			Retirement 401	199.60
		HSA BANK	HSA Family/Dep. Contributi	112.50
			TOTAL:	593.63
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	554.61
			Medicare	129.71
		ICMA	Retirement 401%	70.93
			Retirement 401	547.05
		WEX INC	ENG DEPT FUEL	234.00
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,761.30
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	127.18
			Medicare	29.74
		ICMA	Retirement 401%	21.06
			Retirement 401	126.33
		AT&T INTERNET/IP SERVICES	CITY HALL INTERNET 2/19/20	1,684.69
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	284.24
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	129.84
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,478.08
Economic Development	General Fund	FASTENAL CO	CABLE TIE	9.34
			TOTAL:	9.34
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	167.48
		INTERNAL REVENUE SERVICE	Fed WH	477.07
			FICA	604.03
			Medicare	141.27
		ICMA	Retirement 457 &	234.95
			Retirement 457	50.30
			Retirement Roth IRA	15.30
		HSA BANK	HSA Contribution	35.00
			HSA Family/Dep. Contributi	278.31
			TOTAL:	2,003.71
Transportation	Transportation	FASTENAL CO	RETURN- SIGN BOLTS	7.92-
			WEDGE ANCHOR & SCREWS- OIL	32.31
			GLOVES	17.67
			HARDWARE FOR SNOW SALT BED	29.01
			EAR PLUGS, RESPIRATOR MASK	37.13
		INTERNAL REVENUE SERVICE	FICA	604.04
			Medicare	141.26
		ICMA	Retirement 401%	61.18
			Retirement 401	589.18
		CAMDEN COUNTY RECORDER OF DEEDS	MACE RD EASEMENT RECRDNG F	384.00
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	268.33
		WCA WASTE CORPORATION	PORTA POTTY 02/2020	83.64
		WEX INC	TRANS DEPT FUEL	2,074.21
			TRANS GPS	316.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		XEROX CORPORATION DBA XEROX FINANCIAL	TRANSPORTATION	76.70
		AMEREN MISSOURI	PALISADES COMMON LT 2/3-3/	114.56
			MAINT SALT BLDG 2/9-3/10/2	12.39
			STREET LTG SVC 2/1-3/1/20	3,887.74
			CUST OWNED LTG 2/1-3/1/20	1,403.84
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	325.50
			TOTAL:	10,526.52
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,839.51
			State Withholding	147.26
		INTERNAL REVENUE SERVICE	Fed WH	380.56
			FICA	303.79
			Medicare	71.05
		ICMA	Retirement 457 &	111.54
			Retirement 457	14.85
			Retirement Roth IRA	14.85
		HSA BANK	HSA Family/Dep. Contributi	19.80
			TOTAL:	3,903.21
Water	Water Fund	GOEHRI, GEORGE	MAR INSURANCE PREMIUM	52.50
		INTERNAL REVENUE SERVICE	FICA	303.79
			Medicare	71.05
		ICMA	Retirement 401%	50.00
			Retirement 401	300.02
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	185.85
		WEX INC	WATER DEPT FUEL	862.00
			WATER GPS	141.75
		XEROX CORPORATION DBA XEROX FINANCIAL	WATER	76.70
		AMEREN MISSOURI	BLUFF RD TOWER 2/9-3/10/20	319.00
			COLLEGE WELL 2/6-3/9/20	2,435.62
			WELL #2 LK RD 54-59 1/29-3	189.49
			SWISS VLG WELL 1/29-3/1/20	2,253.86
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	99.75
		DEVORE, CALEB	MILEAGE REIMB 1/1-1/7/20	31.62
		CARLSON, CHAD	MILEAGE REIMB 2/19/20	17.25
		STOUFER, TOMMIE L	MILEAGE REIMB 3/4-3/7/20	59.34
		HEGGEMANN, INC	SWISS VLG WELL OB19-010	22,604.30
			TOTAL:	30,103.89
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case ID 41434906	136.15
			Case #11345331	319.38
		MO DEPT OF REVENUE	State Withholding	254.26
		INTERNAL REVENUE SERVICE	Fed WH	851.43
			FICA	594.17
			Medicare	138.96
		ICMA	Retirement 457 &	43.45
			Retirement 457	164.85
			Loan Repayments	21.24
			Loan Repayments	69.62
			Retirement Roth IRA	34.85
		HSA BANK	HSA Family/Dep. Contributi	119.80
			TOTAL:	2,748.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Sewer	Sewer Fund	FASTENAL CO	CAP SCREW & WASHER	8.42
			PLUMBING HARDWARE	3.50
			SPRING NUTS & BOLTS	13.32
			ZIP TIES TO HANG CAPS	12.97
		INTERNAL REVENUE SERVICE	FICA	594.16
			Medicare	138.97
		ICMA	Retirement 401%	84.39
			Retirement 401	596.30
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
			MACE RD EASEMENT RECRDNG F	54.00
		GILMORE & BELL PC	REBATE CALC 2001	646.00
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	227.09
		EARP, NATHAN	MILEAGE REIMB 2/26-3/4/20	62.10
		WEX INC	SEWER DEPT FUEL	305.15
			SEWER GPS	216.50
		XEROX CORPORATION DBA XEROX FINANCIAL	SEWER	76.70
			CLEARWOOD LN 2/4-3/5/20	12.79
		AMEREN MISSOURI	3949 CMPGRND LN G/S 2/9-3/	13.28
			HWY D PREWITTS PT G/P 2/6-	103.38
			701 PA HE TSI 2/9-3/10/20	11.96
			GRINDER PUMPS & LIFT STATI	4,070.15
			GRINDER PUMPS & LIFT STATI	5,705.13
			5874 HWY 54 1/29-3/1/20	13.12
			1075 RUNABOUT RD 1/28-2/27	20.94
			1004 ZEBRA RD 2/4-3/5/20	11.83
		HSA BANK	HSA Family/Dep. Contributi	474.75
		LIEDEL JR., BRIAN	MILEAGE REIMB 3/4-3/11/20	71.30
		HANKS, CODY	MILEAGE REIMB 2/19-2/26/20	6.90
			TOTAL:	13,567.60
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	317.00
			Fed WH	836.71
			FICA	717.02
			Medicare	167.70
		ICMA	Loan Repayment	108.23
			Retirment 457 &	120.70
			Loan Repayments	122.24
			HSA Contribution	200.00
		HSA BANK		
			TOTAL:	2,589.60
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	717.02
			Medicare	167.70
		ICMA	Retirement 401%	83.24
			Retirement 401	499.46
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	41.32
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	44.30
		AMBULANCE REIMBURSEMENT SYSTEMS INC	FEB AMBULANCE REIMBURSEMEN	1,902.90
		WEX INC	AMB FUEL	270.01
		HSA BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	75.00
			Medical Reimbursement	104.17
			TOTAL:	4,092.62
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	809.35
			State Withholding	59.60
		INTERNAL REVENUE SERVICE	Fed WH	191.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	290.13
			Medicare	67.84
		ICMA	Retirement 457 &	10.23
			Retirement 457	89.00
			Loan Repayments	<u>64.83</u>
			TOTAL:	1,582.65
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 2/10-3/10/20	11.24
			LCF RUNWAY LTS 1/31-3/3/20	111.58
			AP FIREHOUSE 1/31-3/3/20	198.91
			KAISER TERM BLDG 2/10-3/10	281.12
			LCF HANGAR 2 2/10-3/10/20	51.32
			LCF NEW AP HANGAR 2/10-3/1	35.38
		INTERNAL REVENUE SERVICE	FICA	290.13
			Medicare	67.84
		ICMA	Retirement 401%	34.65
			Retirement 401	267.03
		AT&T MOBILITY-CELLS	LCF CELL PHONES	22.15
		WEX INC	LCF FUEL	33.30
			LCF GPS	50.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>120.00</u>
			TOTAL:	1,612.15
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	82.26
			State Withholding	42.40
		INTERNAL REVENUE SERVICE	Fed WH	138.47
			FICA	183.13
			Medicare	42.83
		ICMA	Retirement 457 &	9.86
			Retirement 457	<u>30.00</u>
			TOTAL:	528.95
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	183.13
			Medicare	42.83
		ICMA	Retirement 401%	18.66
			Retirement 401	186.74
		AT&T MOBILITY-CELLS	GG CELL PHONES	22.14
		WEX INC	GG FUEL	53.03
			GG GPS	25.00
		HSA BANK	HSA Family/Dep. Contributi	<u>180.00</u>
			TOTAL:	711.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10		General Fund		69,174.93
20		Transportation		12,530.23
30		Water Fund		34,007.10
35		Sewer Fund		16,315.76
40		Ambulance Fund		6,682.22
45		Lee C. Fine Airport Fund		3,194.80
47		Grand Glaize Airport Fund		1,240.48

GRAND TOTAL:				143,145.52

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	STAPLES BUSINESS ADVANTAGE	BLUE PAPER STOCK	24.74
			TOTAL:	24.74
City Clerk	General Fund	ROWLAND A TODD, CAMDEN COUNTY CLERK	ELECTION COSTS	2,891.42
		STAPLES BUSINESS ADVANTAGE	CALC TAPE	8.31
			TOTAL:	2,899.73
Municipal Court	General Fund	SMITH, GARY L.	FEB MUNICIPAL JUDGE SERVIC	1,763.16
			MAR MUNICIPAL JUDGE SERVIC	881.58
			TOTAL:	2,644.74
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY	BATH TISSUE	74.63
			BATHROOM TOWELS, BATH TIS	72.84
			BATH TISSUE, PAPER TOWELS	99.35
		LAKE SUN LEADER 81525 & 1586450	PUBLIC NOTICE: ELEVATOR MA	128.25
			PUBLIC NOTICE: HVAC MAINTEN	128.25
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	98.30
		BUTLER SUPPLY CO	GFCI OUTLET- NEAR AMB DEPT	22.03
		AB PEST CONTROL INC	CH PEST CONTROL	85.00
		EDWARD A BARCHENSKI JR DBA CJ ELEC	ADD REDUNDANT PWR-RADIO RA	150.00
		CROWN LINEN SERVICE INC	CH FLOOR MATS	68.27
			TOTAL:	926.92
Parks	General Fund	GB MAINTENANCE SUPPLY	TRASH LINERS	104.68
		O'REILLY AUTOMOTIVE STORES INC	ADAPTER - FENCING PARTS	5.77
			ADAPTERS, CONNECTORS	2.84
		KANSAS GOLF AND TURF INC	RAKE SPRNG, BRUSH, CABLE	397.30
		BUTLER SUPPLY CO	LIGHTS - PP BUILDINGS	263.18
			LIGHTS - PP RESTROOMS	373.00
		DAM STEEL SUPPLY	LIGHTING MOUNT - PEANICK P	74.95
		CHASE CO INC	RENTAL - AUGER ATT SKID LO	92.00
			RENTAL TOWABLE LIFT- PEANI	278.10
			TOTAL:	1,591.82
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT SCREENING	20.00
		LAKE SUN LEADER 81525 & 1586450	PUBLIC NOTICE: HEALTH INSU	81.00
		PERSONNEL EVALUATION INC	PRE EMPLOYMENT SCREENING	20.00
			TOTAL:	121.00
Overhead	General Fund	GB MAINTENANCE SUPPLY	SOAP, DISINFECTANT	144.85
		IMAGE QUEST	CH QUARTERLY MAINT	7.09
			FREIGHT 2PK BLACK TONER	2.99
		ALPHAGRAPHS OF OSAGE BEACH	CAFR COVER	68.26
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	90.33
			HAND SANITIZER -FOR DISPEN	76.87
		ONE TIME VENDOR ARTHUR J GALLAGHER	NOTARY BOND- P.CAMPBELL	50.00
		ARTHUR J GALLAGHER	NOTARY BOND- K.POWERS	50.00
			TOTAL:	490.39
Police	General Fund	LEON UNIFORM CO INC	UNIFORMS- L. AUSTIN	133.00
			UNIFORMS- J. CHAPMAN	370.80
		IMAGE QUEST	POLICE QUARTERLY MAINT	7.08
			FREIGHT 2PK BLACK TONER	2.99
		DALE A DISTLER DBA	REAR DECK LIGHTBAR REPL PD	75.00
		HEDRICK MOTIV WERKS LLC	BRAKE REPAIR - PD32	516.41
		STAPLES BUSINESS ADVANTAGE	RETURN- BATTERIES	95.70-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SHEET PROTECTORS	5.98
			SHEET PROTECTORS	5.98
			100PK DVD-R	<u>19.08</u>
			TOTAL:	1,040.62
911 Center	General Fund	LAKE REGIONAL HEALTH SYSTEM	CPR TRNG- D.MORLEY,K.MICKE	70.00
		ADVANCED ERGONOMIC CONCEPTS INC	OFFICE CHAIRS - DISPATCH	<u>2,358.00</u>
			TOTAL:	2,428.00
Planning	General Fund	TIGER COURT REPORTING LLC	TRANSCRIPTION- BZA MEETING	<u>260.00</u>
			TOTAL:	260.00
Engineering	General Fund	O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES - TRK 58	27.72
		LOR ENGINEERING LLC DBA COCHRAN	ENG GENERAL CONS SVC 02/20	13,942.50
		CAMDEN COUNTY ASSESSOR	COUNTY WIDE AERIAL MAPS	<u>125.00</u>
			TOTAL:	14,095.22
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	MAINT WHELEN WARNING SYSTE	<u>595.00</u>
			TOTAL:	595.00
Economic Development	General Fund	VACATION NEWS	FEB CALENDAR BILLING	<u>160.00</u>
			TOTAL:	160.00
Transportation	Transportation	CAPITAL MATERIALS LLC	2" & 6" CLEAN	239.96
		MEEKS BUILDING CENTER	HAMMER DRILL BIT	10.79
			HARDWARE	29.99
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	63.54
			TRANS DEPT FLOOR MATS	5.71
		GB MAINTENANCE SUPPLY	CUPS, TOWELS, TP	8.71
		ECONO SIGNS & BARRICADE LLC	NO PARKING SIGN	137.52
			BRACKETS FOR SIGNS	57.25
		O'REILLY AUTOMOTIVE STORES INC	HEX BIT SETS, PLIERS	37.98
			OIL - CASE BACKHOE	95.94
			CAP WRENCH	6.49
			MOTOR OIL, FILTER - VAN OB	20.18
			WIPER BLADES	29.05
			DRAIN COCK FOR AIR COMPRES	3.60
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- MACE RD IMPROV	249.75
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	11.67
			COFFEE	32.60
		SASCO PAVEMENT COATINGS INC	VALVE, ADAPTER- CRAFTCO MAC	91.50
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHER SVC/SUPP	119.34
		CROWN POWER & EQUIPMENT	FILTER- CASE BACKHOE	21.00
			RETURN- FILTER	23.00-
		IMAGE QUEST	TRANS QUARTERLY MAINT	2.36
			FREIGHT 2PK BLACK TONER	0.99
		AB PEST CONTROL INC	PEST CONTROL	20.00
		STOCKMAN CONSTRUCTION CORP	DUDE RANCH SIDEWALK PH 4-F	52,678.89
		KEY EQUIPMENT & SUPPLY CO	BEARING,WELD PIN, ROD ENDS	220.36
			BEARING - STREET SWEEPER	28.31
		MAGRUDER LIMESTONE CO INC	GRAVEL- LAKEVIEW CIR	944.32
			GRAVEL- WOODLAND COVE	967.64
		STAPLES BUSINESS ADVANTAGE	MONITOR STAND	9.93
			RETURN-MARKERS, PENS, RBRB	9.90-
		DREDGING INC DBA SCOTTS CONCRETE	CONCRETE DELIVERY- DROP IN	312.00
		REINHOLD ELECTRIC INC	LIGHT POLE INSTALL NEAR WM	8,841.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ED MILLER AUTO SUPPLY INC	IMPACT SOCKET BIT	8.99
		BARTLETT & WEST INC	MACE RD PH 2 1/25-2/21/20	40,000.00
		AMAZON CAPITAL SERVICES INC	REPL BELT - MOWER	163.35
		OZARK TRUCK PARTS	AIR HORN - TK 63	35.92
			TOTAL:	105,473.73
Water	Water Fund	ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	22.88
			WATER DEPT FLOOR MATS	5.71
		GB MAINTENANCE SUPPLY	CUPS, TOWELS, TP	8.72
		MO ONE CALL SYSTEM INC	LOCATES	39.38
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- SWISS VLG TOWE	225.00
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	11.67
			COFFEE	32.60
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHER SVC/SUPP	61.33
		CAMDEN COUNTY RECORDER OF DEEDS	COPIES- VILLAS OF GRAND GL	4.00
		IMAGE QUEST	WATER QUARTERLY MAINT	2.36
			FREIGHT 2PK BLACK TONER	0.99
		CORE & MAIN LP	PARTS-METER REPL PASSOVER	83.73
			REGULATORS	383.04
			DISP GLOVES	70.59
		AB PEST CONTROL INC	PEST CONTROL	20.00
		OCV FLUID SOLUTIONS LLC DBA OCV CONTRO	4" REGULATOR - KAPILANA	271.94
			4" REGULATOR - KAPILANA	272.88
		ELLIS BATTERY SPECIALISTS LLC	BATTERY - TRK 60	80.95
		STAPLES BUSINESS ADVANTAGE	MONITOR STAND	9.92
			RETURN-MARKERS, PENS, RBRB	9.89-
		DREDGING INC DBA SCOTTS CONCRETE	OCTOBER YARDAGE DISCOUNT	88.00-
		MCS RENTALS	RENTAL - BOBCAT EXCAVATOR	300.00
			TOTAL:	1,809.80
Sewer	Sewer Fund	ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	54.16
			SEWER DEPT FLOOR MATS	5.72
		GB MAINTENANCE SUPPLY	CUPS, TOWELS, TP	8.71
		MO ONE CALL SYSTEM INC	LOCATES	39.37
		EWI HOLDINGS III CORP	ODOR CONTROL FEB P/S KK114	800.00
			ODOR CONTROL FEB L/S 53-1	1,075.00
		O'REILLY AUTOMOTIVE STORES INC	PROTECTANT	12.99
			CLEANING SUPPLIES	61.92
			AIR,FUEL & OIL FILTER - TR	201.25
			COOLANT,OIL & AIR FILTER,O	208.41
			BATTERY - TRK 65	223.40
			RETURN- AIR FILTER	15.45-
			UNIVERSAL SOCKET	11.99
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	11.66
			COFFEE	32.60
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	FEB MONTHLY FLOWS	39,531.80
		ASAP REBUILDERS LLC	REBUILD PRESS WASH MOTOR-T	160.00
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHER SVC/SUPP	87.33
		CROWN POWER & EQUIPMENT	COUPLING - BOBCAT EXC	74.00
		IMAGE QUEST	SEWER QUARTERLY MAINT	2.36
			FREIGHT 2PK BLACK TONER	0.99
		CORE & MAIN LP	SEWER PIPE - TTA	60.34
		AB PEST CONTROL INC	PEST CONTROL	20.00
		MAGRUDER LIMESTONE CO INC	GRAVEL - STEAK N SHAKE	47.27
		STAPLES BUSINESS ADVANTAGE	MONITOR STAND	9.92
			RETURN-MARKERS, PENS, RBRB	9.89-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KIMBALL MIDWEST	HAND CLEANER	143.88
			SAW ZALL BLADES	99.00
			WIRE STRIPPERS	96.15
			WIRE CRIMP- PUMP REBUILD	42.95
		ED MILLER AUTO SUPPLY INC	HYDR HOSE/FITTINGS-BOBCAT	32.09
		AMAZON CAPITAL SERVICES INC	CARBURETOR - JETTING MACHI	153.75
		HARVEY L. ZIMMERMAN dba COUNTY LINE MA	FITTING WELD	<u>60.00</u>
			TOTAL:	43,343.67
Ambulance	Ambulance Fund	CLIA LABORATORY PROGRAM	CERTIFICATE FEE 9/2020-8/2	180.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES- MED8	27.72
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	465.58
			MEDICAL SUPPLIES	<u>154.90</u>
			TOTAL:	828.20
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY	BATH TISSUE, PAPER TOWELS	54.22
		NAEGLER OIL CO	LCF AV GAS	<u>12,289.36</u>
			TOTAL:	12,343.58
Grand Glaize Airport	Grand Glaize Airpo	GB MAINTENANCE SUPPLY	BATH TISSUE, PAPER TOWELS	54.21
		NAEGLER OIL CO	GG AV GAS	10,919.07
		O'REILLY AUTOMOTIVE STORES INC	ANTI FREEZE	32.97
		STAPLES BUSINESS ADVANTAGE	TONER	81.64
		DREDGING INC DBA SCOTTS CONCRETE	NOVEMBER YARDAGE DISCOUNT	<u>32.00-</u>
			TOTAL:	11,055.89
===== FUND TOTALS =====				
10	General Fund			27,278.18
20	Transportation			105,473.73
30	Water Fund			1,809.80
35	Sewer Fund			43,343.67
40	Ambulance Fund			828.20
45	Lee C. Fine Airport Fund			12,343.58
47	Grand Glaize Airport Fund			11,055.89

	GRAND TOTAL:			202,133.05

TOTAL PAGES: 4

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 2, 2020
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: March 31, 2020

Agenda Item:

Bill 20-12- An ordinance of the City of Osage Beach, Missouri, setting the Per Diem fee for meetings attended by the Aldermen and Mayor by repealing and replacing Section 111.070 of the Osage Beach Municipal Code. *Second Reading*

Requested Action:

Second Reading of Bill #20-12

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

The Board asked for draft ordinances to consider including the Aldermen and Mayor for the volunteer per diem compensation of \$25 per meeting for the, Planning Commission, Liquor Control Board, Osage Beach /Lake Ozark Joint Sewer Board and Tax Increment Financing Commission. Although mentioned in the ordinance for volunteer per diem compensation, neither the Aldermen nor Mayor serve in the Board of Zoning Adjustment. Board of Appeals, or Citizens Advisory Committee.

Compensation can not be increased during a term of office under Article n VII Section 13 of the Missouri Constitution, "The compensation of state, county and municipal officers shall not be increased during the term of office; nor shall the term of any officer be extended." Therefore this ordinance is effective May 1 2020 for the terms elected in April 2020 and May 1 2021 for the terms elected in April 2021. This is Version A.

Alderman Ross requested a Version B that schedules the increase to occur on May 1 2022.

City Attorney Comments:

Per City Code 110.230, Bill 20-12 is in correct form.

City Administrator Comments:

This was a discussion topic at the February 6, 2020 Board of Aldermen meeting. A first reading was passed by the Board of Aldermen on March 5, 2020.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, SETTING THE PER DIEM FEE FOR MEETINGS ATTENDED BY THE ALDERMEN AND MAYOR BY REPEALING AND REPLACING SECTION 111.070 OF THE OSAGE BEACH MUNICIPAL CODE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. The existing section 111.070 Per Diem for Volunteers on Various Committees is hereby repealed.

Section 2. A new Section 111.070 Per Diem for Volunteers on Various Committees is hereby enacted to read as follows:

Section 111.070 Per Diem for Volunteers on Various Committees.

- A. Each citizen volunteer member of the Board of Zoning Adjustment, the Planning Commission, the Citizens Advisory Committee, the Liquor Control Board, the Board of Appeals, the Osage Beach/Lake Ozark Joint Sewer Board and the Tax Increment Financing Commission shall be paid a per diem for personal costs and expenses of their service in the amount of twenty-five dollars (\$25.00) per meeting.
- B. When serving on any of the foregoing in conjunction with an officially scheduled meeting, the Mayor, the City Collector and the appointed Board member representing the Board of Aldermen shall be entitled to the same per diem as set out in this section.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding,

right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. After passage by the Board of Aldermen and approval of the Mayor, this Ordinance shall be in full force and effect on May 1, 2022.

READ FIRST TIME: __March 5, 2020__ READ SECOND TIME: _____

I hereby certify that Ordinance No.20.12 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.20.12

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 2, 2020
Originator: Matt Vandevoort, Parks & Recreation Manager
Presenter: Matt Vandevoort, Parks & Recreation Manager
Date Submitted: March 24, 2020

Agenda Item:

Bill 20-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Kohl Wholesale Foods to provide concession and janitorial supplies for the City parks in an amount not to exceed \$25,000. *Second Reading*

Requested Action:

Second Reading of Bill #20-14

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - Ordering for concession supplies will now begin in May and janitorial supplies as soon as possible.

Budgeted Item:

Yes

Budget Line Item/Title: 10-10-743108 Concession Supplies

FY20 Budgeted Amount:	\$45,000
Expenditures to Date (03/06/2020):	(\$ 0)
Available:	\$45,000
Requested Amount:	\$23,200

Budget Line Item/Title: 10-10-743103 Supplies -Building/Janitorial

FY20 Budgeted Amount:	\$1,900
Expenditures to Date (03/06/2020):	(\$ 27)
Available:	\$1,873
Requested Amount:	\$1,800

Department Comments and Recommendation:

Previous year's concession items for food and janitorial supplies were informally bid out. Purchase totals have since increased to an amount that requires Board approval largely due to the amount of league play and tournaments that now occur at the parks. Concession/Janitorial Supplies was formally bid out in January 2020. We received five bids, three of which included all supplies and two of which included only partial supplies.

After comparing all the items that were bid as best as we could, it was determined that Kohl Wholesale Foods was the lowest and best bid for all supplies. Several of the bids were incomplete with products requested and it was too difficult to determine if they were a better cost without that data.

This will be a one year contract with option to renew annually for two more years.

The Parks and Recreation Department recommends approval of this bill.

City Attorney Comments:

Per City Code 110.230, Bill 20-14 is in correct form.

City Administrator Comments:

The first reading was approved by the Board of Aldermen at the March 17, 2020 Board of Aldermen meeting.

Concession and janitorial supplies are budged in FY2020 at \$45,000 and \$1,900 respectively and this request would be a portion of that from the recommended vendor not to exceed \$25,000 in total; mostly concession supplies but includes a small portion of janitorial supplies.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH KOHL WHOLESale FOODS TO PROVIDE CONCESSION AND JANITORIAL SUPPLIES FOR THE CITY PARKS IN THE AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, City heretofore submitted a request for bids for concession and janitorial supplies for the City Parks; and;

WHEREAS, KOHL Wholesale Foods submitted the lowest and best bid for concessions and janitorial supplies for the City, and;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with KOHL Wholesale Foods for concessions and janitorial supplies under substantially the same terms and conditions as set out in the attached contract (“Exhibit A”).

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Twenty-Five Thousand dollars (\$25,000.00).

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: March 17, 2020

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.14 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.14.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

Concession Prices Bids									
	SGC Food Service		All American Poly	Kohl Wholesale		Graves Food		All Type Vacuum	
<u>Candy</u>	Bulk Unit Cost	Per Item	Bulk Unit Cost	Bulk Unit Cost	Per Item	Bulk Unit Cost	Per Item	Bulk Unit Cost	Per Item
Big League Chew (2.12 oz) 108 CT	\$ 100.02	\$ 0.93		\$ 12.18	\$ 1.02	n/a			
Blow Pops 100 CT				\$ 13.44	\$ 0.13	n/a			
Hershey's (1.55 OZ) 36 CT	\$ 32.51	\$ 0.90		\$ 27.11	\$ 0.75	\$ 28.80	\$ 0.80		
Kit Kat 36 CT	\$ 29.25	\$ 0.81		\$ 27.11	\$ 0.75	\$ 28.80	\$ 0.80		
M&M's 48 CT	\$ 29.18	\$ 0.61		\$ 27.60	\$ 0.58	\$ 27.00	\$ 0.56		
Milky Way 36 CT	\$ 28.69	\$ 0.80		\$ 27.60	\$ 0.77	\$ 25.20	\$ 0.70		
Peanut M&M's 48 CT	\$ 34.64	\$ 0.72		\$ 36.80	\$ 0.77	\$ 38.40	\$ 0.80		
Reeses 36 CT	\$ 29.20	\$ 0.81		\$ 27.11	\$ 0.75	\$ 28.80	\$ 0.80		
Skittles (2.17 OZ) 36 CT	\$ 32.98	\$ 0.92		\$ 28.14	\$ 0.78	\$ 25.20	\$ 0.70		
Snickers 48 CT	\$ 34.64	\$ 0.72		\$ 36.80	\$ 0.77	\$ 33.60	\$ 0.70		
Twix 36 CT	\$ 30.67	\$ 0.85		\$ 27.60	\$ 0.77	\$ 28.44	\$ 0.79		
	\$ 381.78	\$ 8.07		\$ 291.49	\$ 7.83	\$ 264.24	\$ 6.65		
<u>Hot Food</u>									
Bratwurst (Brat, Bun, Foil)	\$ 31.35			\$ 35.47		\$ 30.86	\$ 0.77		
Breakfast Biscuit (4.9 OZ) 12CT	\$ 26.55	\$ 2.21		\$ 20.06	\$ 1.67	\$ 18.99	\$ 1.58		
Breakfast Pancake (4.9 OZ) 12CT	\$ 25.53	\$ 2.13		\$ 31.47	\$ 0.66	\$ 32.23	\$ 0.27		
Burger (33 oz. Patty, 4in Bun, Foil)	\$ 65.01			\$ 34.80	\$ 11.60	\$ 39.77	\$ 0.53		
Chicken Sandwich (boneless skinless breast fillet 1.96 oz)	\$ 58.77	\$ 1.40		\$ 43.87	\$ 0.81	\$ 23.67	\$ 0.31		
nacho Cheese-Sharp Cheddar	\$ 56.55			\$ 49.99		\$ 51.72	\$ 0.37		
Hot Dog (2/5lb Hot Dog, 6in)	\$ 30.00	\$ 5.00		\$ 25.29	\$ 0.51	\$ 31.41	\$ 0.39		
Nachos - Tostitos Round (Tray, Chips)	\$ 29.78			\$ 23.77	\$ 0.66	\$ 15.79	\$ 1.97		
Pizza 16" - Cheese (Pizza, Plate)	\$ 59.40	\$ 6.60		\$ 62.54	\$ 6.95	\$ 68.94	\$ 7.66		
Pizza 16" - Pepperoni (Pizza, Plate)	\$ 59.40	\$ 6.60		\$ 78.88	\$ 8.76	\$ 68.94	\$ 7.66		
Popcorn 16 oz	\$ 36.87			\$ 18.47	\$ 1.54	n/a			
Popcorn 8 oz	\$ 26.75			\$ 33.72	\$ 0.53	n/a			
Pretzel	\$ 44.17			\$ 36.36	\$ 0.73	\$ 36.22	\$ 0.72		
Cheese Slice	\$ 63.61	\$ 0.13		\$ 13.52	\$ 0.08	\$ 38.63	\$ 0.08		
	\$ 613.74	\$ 24.07		\$ 508.21	\$ 34.50	\$ 457.17	\$ 22.33		
<u>Condiments/Ingredients</u>									
Sour Cream Packets	\$ 11.12	\$ 0.11		\$ 12.10	\$ 0.12	\$ 11.71	\$ 0.12		
Ranch	\$ 21.50	\$ 0.26		\$ 18.43	\$ 0.15	\$ 8.07	\$ 0.04		
Beef Broth (oz)	\$ 43.19	\$ 3.59		\$ 4.42		\$ 28.39	\$ 1.95		
Ketchup (ea)	\$ 0.03			\$ 28.34	\$ 7.72	\$ 16.57	\$ 0.03		
Mustard (ea)	\$ 0.02			\$ 24.93	\$ 4.16	\$ 11.98	\$ 0.02		
Mayonaise Packet	\$ 0.07			\$ 9.57	\$ 0.05	\$ 16.57	\$ 0.08		
Taco Seasoning (9 oz) 6CT	\$ 25.86	\$ 4.31		\$ 20.57	\$ 3.43	\$ 23.64	\$ 3.94		
Shredded Cheese (oz)	\$ 57.09	\$ 14.27		\$ 15.28		\$ 52.50	\$ 13.13		
Ground Beef (lb)	\$ 1.99			\$ 2.14		\$ 2.05			
Canola Oil (1 gal)	\$ 10.19			\$ 23.71		\$ 19.23			
Popcorn Kernels (2lb)	\$ 28.07			\$ 18.47		\$ 12.45			
Salt Popcorn Butterflavor	\$ 47.24	\$ 7.87		\$ 23.52		n/a			
Steak Seasoning (oz)	\$ 39.15			\$ 8.83		\$ 67.93	\$ 11.32		
Sugar Packet	\$ 16.64	\$ 0.01		\$ 12.49	\$ 0.01	\$ 12.64	\$ 0.01		
Relish	\$ 11.93	\$ 0.04		\$ 7.12	\$ 0.04	\$ 7.60	\$ 0.04		
	\$ 314.09	\$ 30.45		\$ 229.92	\$ 15.67	\$ 291.33	\$ 30.68		

Snacks									
Jack Link's Beef Jerky (.85 oz) 48 CT	\$ 85.14	\$ 1.67		\$ 91.53	\$ 1.91	\$ 71.43	\$ 1.49		
Cheetos (1 oz)	\$ 36.14			\$ 38.43	\$ 0.33	\$ 34.01	\$ 0.33		
Cookie	\$ 34.91			\$ 23.11	\$ 0.48	\$ 33.81	\$ 0.70		
Cookies & Cream Ice Cream	\$ 24.47			\$ 13.87		\$ 20.40			
Cool Ranch Doritos (1.75 oz) 64 CT	\$ 31.86	\$ 0.50		\$ 33.72	\$ 0.53	\$ 29.33	\$ 0.46		
Nacho Doritos (1.75 oz) 64 CT	\$ 31.86	\$ 0.50		\$ 33.72	\$ 0.53	\$ 29.33	\$ 0.46		
Fruit Snacks	\$ 53.61	\$ 0.37		\$ 17.72	\$ 0.37	\$ 22.11	\$ 0.46		
Quaker ChewyGranola Bar (.84 oz)	\$ 26.95	\$ 0.28		\$ 29.08	\$ 0.30	\$ 26.82	\$ 0.22		
Lays BBQ (1.50 oz) 64 CT	\$ 33.64	\$ 0.53		\$ 33.72	\$ 0.53	\$ 29.33			
Lays Classic (1.50 oz) 64 CT	\$ 31.86			\$ 33.72	\$ 0.53	\$ 29.33			
Nestle CrunchDibs Ice Cream (4 oz.)				\$ 14.75		\$ 32.76	\$ 2.73		
Pickle - kosher dill (650 fl oz.)	\$ 35.15			\$ 29.01		\$ 34.34	\$ 8.59		
Popsicle	\$ 17.22			\$ 21.03		\$ 22.70			
Sunflower Seeds - BBQ (1 5/8 oz)	\$ 56.03			\$ 78.66	\$ 1.10	n/a			
Sunflower Seeds - Original (1 5/8 oz)	\$ 57.14			\$ 53.29	\$ 0.74	n/a			
Sunflower Seeds - Ranch (1 5/8 oz)	\$ 61.54			\$ 78.76	\$ 1.10	n/a			
Trail Mix	\$ 49.50	\$ 0.69		\$ 46.00	\$ 0.31	\$ 44.49	\$ 0.62		
Ice Cream Bomb Pop cups	\$ 13.28			\$ 16.28		n/a			
Ice Cream Load'd Sundays	\$ 22.85	\$ 1.90		\$ 27.37	\$ 2.28	\$ 23.10	\$ 0.96		
Peanuts	\$ 25.76	\$ 0.27		\$ 6.18	\$ 0.26	\$ 56.55	\$ 0.39		
	\$ 728.91	\$ 6.71		\$ 719.95	\$ 11.29	\$ 539.84	\$ 17.41		
Other									
Plastic Dipping Cups (4oz)	\$ 55.79	\$ 0.02		\$ 46.99	\$ 0.02	\$ 47.69	\$ 0.02	\$ 50.38	\$ 0.02
Foil Sheets	\$ 11.59	\$ 0.02		\$ 11.15	\$ 0.02	\$ 57.97	\$ 0.02	\$ 69.47	\$ 0.03
Cups - Clear/Beer	\$ 58.30	\$ 0.06		\$ 45.80	\$ 0.05	\$ 31.61	\$ 0.03	\$ 39.29	\$ 0.04
Cups - Paper/Hot Beverages	\$ 85.00	\$ 0.09		\$ 73.73	\$ 0.07	n/a		\$ 60.22	\$ 0.06
Paper Plates	\$ 30.37	\$ 0.03		\$ 15.20	\$ 0.02	\$ 26.09	\$ 0.02	\$ 101.16	\$ 0.10
Hot Dog Buns	\$ 14.77	\$ 0.21		\$ 12.81	\$ 0.20	\$ 12.47	\$ 0.17		
Hamburger Buns	\$ 22.34	\$ 0.19		\$ 12.81	\$ 0.20	\$ 19.08	\$ 0.02		
Styrofoam Plates	\$ 20.72	\$ 0.04		\$ 21.70	\$ 0.04	\$ 19.38	\$ 0.04	\$ 32.13	\$ 0.06
	\$ 298.88	\$ 0.65		\$ 240.19	\$ 0.62	\$ 214.29	\$ 0.32	\$ 352.65	\$ 0.31
Cleaning Supplies									
Cleaner Floor Neutral 2.5 Gal	\$ 49.66	\$ 49.66		\$ 55.04	\$ 55.04	\$ 47.29	\$ 11.82	\$ 99.95	\$ 24.99
Deodorizer*Dispenser EZ Fresh						n/a		n/a	
Deodorizer*EZ Fresh Refill Cotton 12 CT	\$ 43.51	\$ 3.63		\$ 34.92	\$ 2.91	n/a		\$ 39.75	\$ 7.95
Soap Hand Foam Antibacterial 700 ML	\$ 36.27	\$ 9.07		\$ 46.26	\$ 3.85	n/a		\$ 48.00	\$ 8.00
Liner Trash Black 60 Gal 2.0 MIL 50 CT	\$ 22.05	\$ 0.44	\$ 19.78	\$ 21.24	\$ 0.41	\$ 19.37	\$ 1.94	\$ 44.99	\$ 0.05
Tissue Bath Jumbo 2 Ply 1000 FT	\$ 30.32	\$ 2.53		\$ 47.85	\$ 3.99	\$ 24.25	\$ 3.03	\$ 34.21	\$ 2.85
Towel Roll Kitchen 2 Ply 30 RL	\$ 28.61	\$ 0.95		\$ 26.30	\$ 0.87	\$ 21.78	\$ 0.73	\$ 21.89	\$ 0.01
Towel Bar 16X19 Terry Cloth 12 CT	\$ 16.41	\$ 1.38		\$ 31.79	\$ 0.13	\$ 13.84		\$ 40.78	\$ 0.41
Urinal*Screen W/Block Cherry 12 CT	\$ 24.54	\$ 2.05		\$ 16.07	\$ 1.34	\$ 12.65	\$ 1.05	\$ 10.88	\$ 0.91
	\$ 251.37	\$ 69.69	\$ 19.78	\$ 279.47	\$ 68.54	\$ 139.18	\$ 18.57	\$ 340.45	\$ 45.16
TOTAL	\$ 2,588.77	\$ 139.65		\$ 2,269.23	\$ 138.45	\$ 1,906.05	\$ 95.96		
CLEANING SUPPLIES ONLY	\$ 550.25	\$ 70.35		\$ 519.66	\$ 69.16	\$ 353.47	\$ 18.89	\$ 693.10	\$ 45.48

Items not included on this list that the City may wish to purchase are expected to be provided at the current market prices.

Unless specific instructions are provided vendors are required to provide the best cost for bulk purchases consistent with small to medium concession stand needs

Substiutions are acceptable. Place size and count of item
in notes section

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 2, 2020
Originator: Mike Welty, Assistant City Administrator
Presenter: Ty Dinsdale, Airport Manager
Date Submitted: March 24, 2020

Agenda Item:

Bill 20-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the Lee C. Fine Apron Project 20-046B-1. *Second Reading*

Requested Action:

Second Reading of Bill #20-16

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - We want to send a completed grant application with bid results to MoDOT late spring/early summer.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

These grant agreements provide the City reimbursement for the engineering services for the Lee C. Fine Apron Project. This grant is for \$195,254.00 (95% funded) which is MoDOT Aviation's portion of the engineering services for this project. Total engineering cost is \$205,532.18 (City's portion, not to exceed \$10,278.18.00) for engineering services is also listed in this agenda. The total engineering costs is made up of the

City's engineering contract with CMT and the cost of an Independent Fee Study required for a project of this size.

There are two separate grants attached to this agenda item that make up the grant amount.

A State Block Grant for project #20-046B-1 with monies coming from the FAA = \$184,978.00 (90%)

A MoDOT airport aid agreement for project #AIR 20-046B with monies coming from the State of Missouri = \$10,276.00 (5%)

The City of Osage Beach will be responsible for the remainder, \$10,278.18. (5%)

These grant agreements will be brought before the Board for approval to be amended once construction costs and the construction phase engineering costs for this project are established later this year.

The Airport Manager and the Assistant City Administrator recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 20-16 is in correct form.

City Administrator Comments:

The first reading was passed by the Board of Aldermen at the March 17, 2020 Board of Aldermen meeting.

The LCF Apron Reconstruction Project is a FY2020 budgeted project for \$4 million; included all engineering, inspection, and construction of the project. The FY2020 budget included the anticipated 95% funding for the project.

The engineering design services contract with CMT follows this request to approve the MoDOT funding agreement for grant funds.

I concur with the recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, FOR LEE C. FINE AIRPORT APRON PROJECT NO. 20-046b-1

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City the agreement with the Missouri Highways and Transportation Commission State Block Grant Agreement for Lee C. Fine Airport Apron Project, Project No. 20-046B-1 as indicated in the attached contract ("Exhibit A") under the same or substantially similar terms and conditions.

Total expenditures or liability authorized under the contract shall not to exceed Two Hundred and Five -Thousand Five Hundred Thirty-Two Dollars and Eighteen Cents. (\$205,532.18)

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage.

READ FIRST TIME: March 17, 2020

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.16 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.16.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth City Clerk

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

Sponsor: City of Osage Beach
Project No.: 20-046B-1
Airport Name: Lee C. Fine Memorial

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

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

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

SECTION II - STANDARD AGREEMENT ITEMS

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

- 35. SUSPENSION AND DEBARMENT
- 36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
- 37. REQUIRED FEDERAL PROVISIONS
- 38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

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

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 43. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 44. ENGINEER'S DESIGN REPORT
- 45. GEOMETRIC DESIGN CRITERIA
- 46. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 47. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 48. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 49. WAGE LAWS
- 50. COMPETITIVE SELECTION OF CONTRACTOR
- 51. REVIEW OF BIDS AND CONTRACT AWARD
- 52. NOTICE TO PROCEED
- 53. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 54. LABOR STANDARDS INTERVIEWS
- 55. AIR AND WATER QUALITY STANDARDS
- 56. FILING NOTICE OF LANDING AREA PROPOSAL
- 57. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 58. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 59. RESPONSIBILITY FOR PROJECT SAFETY
- 60. RECORD DRAWINGS

SECTION VII – SPECIAL CONDITIONS

- 61. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

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

Sponsor: City of Osage Beach
Project No.: 20-046B-1
Airport Name: Lee C. Fine Memorial

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

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

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

WITNESSETH:

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

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

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

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

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

Design and Construct Terminal Apron Reconstruction and Realignment of Taxiway B;

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

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

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to January 31, 2022. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

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

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

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed One Hundred Eighty-Four Thousand Nine Hundred Seventy-Eight Dollars (\$184,978) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

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

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

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Ten Thousand Two Hundred Seventy-Six Dollars (\$10,276).

(A) The amount of matching funds stated above represents fifty percent (50%) of the estimated local match required for the eligible costs. The remaining Ten Thousand Two Hundred Seventy-Six Dollars (\$10,276) will be paid with funds from a grant provided under the Commission's airport aid program pursuant to section 305.230.4 (1) RSMo.

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

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

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before May 29, 2020 or such subsequent date as may be prescribed in writing by the Commission.

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

the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

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

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

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

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

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

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or

other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

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

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

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

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

(24) INDEMNIFICATION:

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

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

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

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

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

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

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

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

Sponsor: Mike Welty, Assistant City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
(573) 302-2000
(573) 302-2039 (FAX)
email: mwelty@osagebeach.org

or to such other place as the parties may designate in accordance with this Agreement.

To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

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

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

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

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

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

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

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

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

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

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

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

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

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

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

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

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

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

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

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

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

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

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

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

(42) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by dated April 4, 2018 is incorporated herein by reference.

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

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke

generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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

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

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

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

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

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

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

3. If the Commission determines that the Sponsor has not complied with their certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP.

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

(48) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The

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

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

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

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

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

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

(52) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

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

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

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

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

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

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

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

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

(56) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(57) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction or Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed

with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

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

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

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

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

(60) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

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

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

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

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of

the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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

(D) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

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

(F) Disadvantaged Business Enterprise Required Statements:

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

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

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the

contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

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

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

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

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

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

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

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

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

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

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

(I) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

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

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

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

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

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

- i. Location of all runways, taxiways, and aprons;
- ii. Dimensions;
- iii. Types of pavement; and
- iv. Year of construction or most recent major rehabilitation.

b. Inspection Schedule.

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

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

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

- A. Inspection date;
- B. Location;
- C. Distress types; and
- D. Maintenance scheduled or performed.

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

(K) Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation

(more substantial than periodic maintenance) for a five year period following the completion of this project unless the Commission determines that the rehabilitation or reconstruction is required for safety reasons.

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

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

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

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

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

D. Qualifications of engineering supervision and construction inspection personnel;

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

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

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

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

with respect to the total pavement constructed under the grant agreement.

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

maintenance of the Airport in accordance with the grant assurances.

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

APPENDIX STATE BLOCK GRANT AGREEMENT

Purpose

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

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

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

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

State Aviation Trust Fund Program (State Funds)

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

Sponsor CIP Submittal

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

Financial Forms

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

Consultant Procurement

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

Federally Funded Projects

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

State Funded Projects

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

Airports Resources

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

Land Acquisition

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

Environmental

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

Compliance

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

Utility Adjustments

- Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

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

- **Construction Project Items**

Federal Projects

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

Federal & State Projects

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

- **Project Closeout Items**

Federal Projects

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

Federal & State Projects

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

- **MoDOT Construction Specifications**

Federally Funded Projects

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

Federal & State Projects

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

State Funded Projects

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)
- MO-622 Crack and Joint Sealing-Bituminous Pavement (31 kb, 3 pages)
- MO-623 Pavement Friction Sealcoat Surface Treatment (48 kb, 5 pages)
- MO-701 Pipe for Storm Drains and Culverts (38 kb, 4 pages)

- MO-706 Prefabricated Underdrains *(54 kb, 5 pages)*
- MO-901 Seeding *(71 kb, 7 pages)*
- MO-905 Topsoiling *(25 kb, 2 pages)*
- MO-908 Mulching *(27 kb, 2 pages)*
- **MoDOT Electrical Specifications (State Funded Projects)**
 - MO-101 Airport Rotating Beacons *(39 kb, 5 pages)*
 - MO-103 Airport Beacon Towers *(36 kb, 4 pages)*
 - MO-107 Airport 8-Foot and 12-Foot Wind Cones *(36 kb, 4 pages)*
 - MO-108 Underground Power Cable for Airports *(402 kb, 12 pages)*
 - MO-109 Airport Prefabricated Housing and Equipment *(373 kb, 7 pages)*
 - MO-110 Airport Underground Electrical Duct Banks and Conduits *(56 kb, 8 pages)*
 - MO-120 Airport Precision Approach Path Indicator (PAPI) System *(41 kb, 5 pages)*
 - MO-125 Airport Lighting Systems and Guidance Signs *(51 kb, 5 pages)*

Airports Central Region – AIP Guide Index

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

100 - Airport Improvement Program (AIP)

- 110 - Overview
- 120 - Checklists for Typical AIP Funded Projects
- 130 - Sponsor Eligibility
- 140 - Project Eligibility
- 150 - AIP Obligations
- 160 - FAA Standards
- 170 - Non-Primary Entitlement Funds

200 - Civil Rights

- 210 - DBE Overview
- 220 - DBE Program Submittal Information
- 230 - DBE Goals
- 240 - Good Faith Efforts
- 250 - DBE Contract Provisions
- 260 - DBE Reporting Requirements
- 270 - Identifying DBE Fraud

300 - Procurement of Professional Services

- 310 - Procurement Requirements and Standards for A/E Services
- 320 - Roles and Responsibilities
- 330 - Selection Guide
- 340 - Contract Establishment
- 350 - Acquiring a Surveyor for AGIS

400 - Procurement

- 410 - Procurement Standards - §18.36(b)
- 420 - Competition - §18.36(c)
- 430 - Procurement Methods - §18.36(d)
- 440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
- 450 - Cost and Price Analysis - §18.36(f)
- 460 - FAA Review of Procurement Documents - §18.36(g)
- 470 - Bond Requirements - §18.36(h)
- 480 - Federal Provisions - §18.36(i)
- 490 - Buy American Preferences - Title 49 USC 501

500 - Airport Planning

- 510 - National Plan of Integrated Airport Systems (NPIAS)
- 515 - Master Plans
- 520 - Airport Layout Plans
- 530 - Environmental Review
- 540 - Airport Site Investigations
- 550 - Runway Protection Zones
- 560 - Airport Property Interests
- 570 - Apron Design
- 580 - Planning Resources

600 - Project Formulation

- 610 - Requesting Aid: ACIP
- 620 - Benefit/Cost Analysis
- 630 - FAA Reimbursable Agreements

700 - Grant Implementation

- 710 - Project Initiation
- 720 - Project Application
- 730 - Sponsor Assurances
- 740 - Drug Free Workplace Requirements
- 750 - Title VI Assurance
- 760 - Executing the Grant Offer

800 - Sponsor Certification

900 - Project Design Development Projects

- 910 - Predesign Conference
- 920 - Engineer's Design Report
- 930 - Plans and Specifications
- 940 - Regional Approved Modifications to AC 150/5370-10
- 950 - Sponsor Modifications of FAA Standards
- 960 - Operational Safety on Airport During Construction

1000 - Construction Phase

- 1010 - Bidding
- 1020 - Contract Award
- 1030 - Construction Observation Program
- 1040 - Preconstruction Conference
- 1050 - Notice-to-Proceed
- 1060 - Labor Provisions
- 1070 - Inspections
- 1080 - Contract Modifications

1100 - Runway Commissioning

- 1110 - Airports Geographic Information Systems (AGIS)
- 1120 - Revising Airport Aeronautical Information
- 1130 - Runway Commissioning Data
- 1140 - Commissioning of Non-Federal VGSI

1200 - Equipment Projects

- 1210 - Federal Provisions
- 1220 - Sample Bid Documents

1300 - Airport Land Acquisition

- 1310 - Land Acquisition Requirements
- 1320 - Environmental Site Assessment
- 1320 - Satisfactory Evidence of Good Title

1400 - Sponsor Force Accounts

- 1410 - Force Account Overview
- 1420 - Force Account Engineering Services
- 1430 - Construction Force Account

1500 - Grant Payments

- 1510 - DELPHI eInvoicing System
- 1520 - Making the Grant Drawdown
- 1530 - Invoice Summary
- 1540 - Financial Reports
- 1550 - Payment History
- 1560 - Improper Payments

1600 - Grant Closeout

- 1610 - Development Project Closeout
- 1620 - Equipment Project Closeout
- 1630 - Planning Grant Closeout
- 1640 - Grant Amendment

1700 - Post Grant Obligations

- 1710 - Record Keeping
- 1720 - Audit Requirements
- 1730 - Financial Reports
- 1740 - Compliance
- 1750 - Pavement Maintenance
- 1760 - Release of Airport Property



ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

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

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

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

Federal Regulations

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

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

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

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

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

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

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

Updated April 18, 2019

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

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

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

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

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	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 (PMP)
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

The MoDOT DBE Program is available on the MoDOT website at the following address:
[http://www.modot.org/business/contractor_resources/External Civil Rights/DBE_program.htm](http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm).

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

Sponsor: City of Osage Beach
Project No.: AIR 20-046B

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

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Sponsor").

WITNESSETH:

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

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated October 28, 2018, and specifically described as follows:

Design and Construct Terminal Apron Reconstruction and Realignment of Taxiway B;

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

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

(2) AMOUNT OF GRANT: The amount of this grant is Ten Thousand Two Hundred Seventy-Six Dollars (\$10,276); which is equal to fifty percent (50%) of the match required for Sponsor's State Block Grant for Project 20-046B-1; provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to January 31, 2022. The Commission's representative may, in writing, extend the project time period for good cause as shown by

the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

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

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

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

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

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

(7) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (7)(B) of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(19) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

(27) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

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

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

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

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

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

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

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

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

(34) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

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

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

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

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

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a Weekly Construction Progress and Inspection Report (available on MoDOT's aviation section website), completed by the resident project representative. A weekly summary of tests completed shall be included.

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

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

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

(38) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six updated Airport Layout Drawings (ALD's) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

(39) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must

be provided to the Commission. This form must be submitted for any projects that involve the widening or lengthening of an existing runway or construction of a new runway.

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

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

(42) STATE WAGE LAWS: The Sponsor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Sponsor shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By: _____

By: _____

Title:

Title:

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Title: _____
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____
(if applicable)

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 2, 2020
Originator: Mike Welty, Assistant City Administrator
Presenter: Ty Dinsdale, Airport Manager
Date Submitted: March 24, 2020

Agenda Item:

Bill 20-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for professional services at the Lee C Fine Airport. *Second Reading*

Requested Action:

Second Reading of Bill #20-17

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - We want to send a completed grant application with bid results to MODOT late spring/early summer

Budgeted Item:

Yes

Budget Line Item/Title: 45-00-773225 Apron Project

FY20 Budgeted Amount:	\$4,000,000.00
Expenditures to Date (03/12/20):	(\$ 0.00)
Available:	\$4,000,000.00
Requested Amount:	\$202,032.18

Department Comments and Recommendation:

This contract is for design services only. The total cost of this agreement is \$202,032.18. The FAA and MoDOT require the City to have an independent cost analysis done when the engineering fees exceed \$100,000. An independent fee study was done by a different engineering firm to see if the fees are within reason. The cost of the independent fee study (\$3,500.00) will be included in the grant for this project. Total engineering cost currently are \$205,532.18 (\$202,032.18 + \$3,500.00)

There are two separate grants attached to these costs:

A State Block Grant for project #20-046B-1 with monies coming from the FAA = \$184,978.00 (90%)

A MoDOT airport aid agreement for project #AIR 20-046B with monies coming from the State of Missouri = \$10,276.00 (5%)

The City of Osage Beach will be responsible for the remainder, \$10,278.18) (5%)

Please note, this contract will be brought before the Board for approval to amend to include the construction phase engineering costs for this project once that is established. The final step before work begins will be a separate contract for the construction costs which will be brought before the Board of Aldermen.

The Airports and the Assistant City Administrator recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 20-17 is in correct form.

City Administrator Comments:

The first reading was passed by the Board of Aldermen at the March 17, 2020 Board of Aldermen meeting.

The LCF Apron Reconstruction Project is a FY2020 budgeted project for \$4 million; included all engineering, inspection, and construction of the project. The FY2020 budget included the anticipated 95% funding for the project.

The funding agreement with MoDOT for grant funds precedes this request to approve engineer design services.

I concur with the recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ENGINEERING SERVICES AT THE LEE C. FINE AIRPORT IN THE AMOUNT OF \$202,032.18

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services to for apron work at Lee C. Fine Airport; and

WHEREAS, the City has determined Crawford, Murphy & Tilly, Inc. is able to provide such services as described in Exhibit A of this agreement.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT.

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Two Hundred Two Thousand Thirty-Two Thousand Dollars and Eighteen Cents. (\$202,032.18)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: March 17, 2020

READ SECOND TIME: A

I hereby certify that the above Ordinance No. 20.17 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.17.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, Clerk

Airport Name:	Lee C. Fine Memorial
Project No.:	20-046B-1
County:	Miller

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 Osage Beach, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lee C. Fine Memorial 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 C. Fine Memorial 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 5% of the total Agreement dollar value.

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

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

(C) Consultant's Certification Regarding DBE Participation: The

Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

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

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

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

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

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

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

DBE partner in the joint venture.

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

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

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

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

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

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal,

if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

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

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

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 5% 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:

(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)
TSI Geotechnical 1340 N. Price Road, Olivette, MO 63132	Geotechnical Investigation	\$16,502.50	100%	\$16,502.50	8.1%
TOTAL DBE PARTICIPATION				\$16,502.50	8.1%

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
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			AMOUNT
AllState Consultants	3312 LeMone Industrial Boulevard, Columbia, MO 65201	Geotechnical Investigation	\$37,758.00 (Includes TSI Geotechnical (DBE) Fees)

(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 following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$202,032.18**, 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 (I) of the clause, entitled "communication" shall read as follows: "(I) 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 Civil 3D 2018 (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 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.

(N) Seismic Safety – 49 CFR Part 41: NOT USED

(O) Right to Inventions - 2 CFR §200 Appendix II(F), 37 CFR § 401: NOT USED

(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 Camden County, Missouri. The parties agree that this Agreement is entered into at Osage Beach, Missouri and substantial elements of its performance will take place or be delivered at Kaiser, Missouri, by reason of which the Consultant consents to venue of any action against it in Miller 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:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Mr. Mike Welty, Assistant City Administrator		
SPONSOR'S NAME	City of Osage Beach, Missouri		
SPONSOR'S ADDRESS	1000 City Parkway Osage Beach, Missouri 65065		
PHONE	573-302-2000 ext. 1011	FAX	573-302-2039
E-MAIL ADDRESS	mwelty@osagebeach.org		

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	Mr. Brian H. Hutsell, P.E.		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Gateway Tower Suite 500 St. Louis, Missouri 63102		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	bhutsell@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:

- (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

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

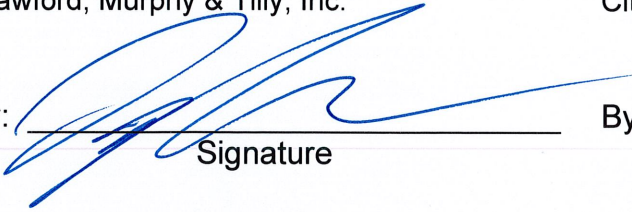
Executed by the **Consultant** the 5TH day of March, 2020.

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

Consultant:
Crawford, Murphy & Tilly, Inc.

Sponsor:
City of Osage Beach, Missouri

By: _____



Signature

By: _____

Signature

Title: Vice President, Aviation Group Mgr.

Title: Mayor

ATTEST:

ATTEST:

By: _____



Signature

By: _____

Signature

Title: Vice President, Office Manager

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Reconstruct existing terminal apron, including demolition, grading and paving.
2. Realign connecting Taxiway B, including demolition, grading and paving.
3. Clear, grub and realign airport perimeter fencing in the area of a future apron expansion.
4. Pre-grade for future apron expansion using excess earth removed during apron demolition.
5. Install subsurface drainage system for connecting Taxiway B and terminal apron.
6. Install retro-reflective taxiway edge markers on the connecting Taxiway B and entrance point to turnarounds, install underground duct banks as necessary to maintain the Runway 4-22 and guidance sign lighting circuit.
7. Apply taxiway and apron markings, including apron tie-downs and/or tie-down cables.
8. Install/relocate lighted taxiway guidance signs.
9. Construct surface drainage, seeding and ancillary improvements associated with the construction of the above new facilities.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

This Scope of Services will produce a set of construction plans and specifications necessary to complete the project. The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, 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 improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

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.

BASIC SERVICES

1. Preliminary

- a. Travel to site/City to perform site inspections and attend scoping meeting with Sponsor.
- b. Formulate project scope of work.
- c. Develop preliminary engineer's opinion of probable construction cost and project budget.

2. Design Phase

- a. General Project Management (including progress/status reports, coordination, invoicing)
- b. Geotechnical RFP, Subconsultant Agreement Assembly, Distribution

- c. Coordination of Topographic Surveys and Geotechnical Investigation, Inclusion of Results in Project Manual.
- d. Review of Topographic Survey and Geotechnical Investigation Deliverables.
- e. 7460-1 Airspace and Construction Activity Plan Airspace Assembly and Submission
- f. Review of record drawings, previous pavement condition studies and previous topographic surveys.
- g. Design Phase Site Visit, including Travel
- h. Apron Sizing Justification
- i. FAA Pavement Design, Including Fleet Mix Investigation and Life Cycle Cost Analysis
- j. Prepare preliminary design report (bound) bearing the engineer's seal. As a minimum, the design report will include:
 - Description of work (including AIP participation limits).
 - Listing of applicable design standards and Advisory Standards.
 - Design Considerations for airport Operational Safety.
 - Summary of the design computations.
 - Justification for selection of design materials.
 - Life Cycle analysis (if applicable) and recommendations.
 - Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - Summary of preliminary project budget including an engineer's opinion of probable construction cost.

Other items for possible inclusion are as follows but not limited to:

- Predesign meeting minutes.
- Site Conditions including photographs. Pavement design calculations and proposed typical sections.
- Geotechnical investigation and laboratory test results.
- Analysis of alternatives (life cycle) and recommendations.
- Drainage analysis/calculations.
- Pavement marking analysis.
- Hold sign design.
- Seeding/top soiling considerations.
- Lighting system design/calculations (incl. apron area lighting).
- Analysis of Part 77 obstruction criteria as applied to this site.
- Utility Evaluation.
- A list of any proposed modifications to design/construction

- standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - An engineer's opinion of probable construction cost.
 - Miscellaneous work items.
 - Summary of recommendations.
- k. Categorical Exclusion Assembly and Submittal
- l. Stormwater Pollution Prevention Plan and Online Application for Land Disturbance Permit.
- m. Assemble stand-alone Construction Safety and Phasing Plan (CSPP), including schedule, NAVAID tables, phase descriptions, and closure impacts.
- n. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Title sheet with project name/description, location map, index of sheets and runway data table.
- General airport layout plan with safety/construction phasing plan.
- General notes and summary of quantities (separate MoDOT and FAA specification items).
- Sign plan/details for runway hold signs.
- Demolition and clearing/grubbing plan.
- Perimeter fencing plan and details.
- Typical pavement sections.
- Apron connecting Taxiway B plan and profile.
- Apron plan and profile.
- Pavement joint layout plan and joint details.
- Optimized (light duty/heavy duty and Group I vs. II) apron tie down plan and details.
- General site grading plan/specific grading and surface drainage plans for the taxiway and apron.
- Temporary erosion control plan and details
- Subsurface drainage plans and profiles for taxiway and apron.
- Drainage details.

- Taxiway and apron lighting plans and details.
 - Taxiway and apron marking plans and details.
 - Miscellaneous ancillary details.
 - Cross sections.
- 2) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.
 - 3) Prepare Technical Specifications.
 - 4) Prepare Contract Documents
 - 5) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will each be provided with one (1) copy of each document.
 - 6) Internal Quality Control Review of Plans, Specifications, Cost Estimate
 - 7) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
 - 8) Submit a final, sealed/signed copy, to the Sponsor, MoDOT and the FAA (one copy each) of the following documents:
 - Design Report
 - Construction Plans
 - Contract Documents/Technical SpecificationsEngineer's Opinion of Probable Construction Cost and Project Budget

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Attend and conduct the pre-bid meeting and record minutes.
- d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications

during the bidding phase.

- e. Assist with the bid opening (Do Not Attend)
- f. Tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

SPECIAL SERVICES

A. Field Survey-Design Survey

- 1. Initial Planning, Control Research, One-Call Utility Markings
- 2. Aerial Drone Surveys/Imagery
 - a. Assemble agreement to obtain drone access to airfield.
 - b. Fly close range aerial imagery
 - c. Obtain rough survey data to tie to field survey hard shots.
 - d. Analyze data in office and create usable data and imagery.
- 3. Set Field Control
 - a. Establish horizontal control at the airport in NAD 83 coordinates modified to project coordinates.
 - b. Establish vertical control at the airport based upon U.S.G.S. datum.
 - c. Establish two (2) airport benchmarks on the airport for construction.
- 4. Field Topographic Surveys
 - a. Establish taxiways, apron and entrance access baselines.
 - b. Obtain topography and above ground features in proposed areas of construction.
- 5. In Office Data Processing

- a. Create CAD plan view file containing pertinent survey data for use in construction plan sheets.
- b. Provide CAD file containing existing 3D surface for use in plan sheet creation and proposed surface assembly.

6. Travel to/from Site – Survey Team and Drone Operator

B. Geotechnical

1. Obtain up to twelve (12) soil samples and perform laboratory tests required for pavement design. The laboratory analysis will include:

- a. Soil classification.
- b. Atterberg limits.
- c. Combined sieve/hydrometer analysis.
- d. Optimum moisture/density.
- e. California Bearing Ratio (CBR)
- f. Evaluation of need for lime/fly ash modification.

2. Perform up to twenty-six (26) pavement cores to catalogue existing pavement conditions and provide access for soil borings within the existing pavement footprint.

3. Perform up to twenty-six (26) soil borings on the airport site to determine the top of rock and water table elevations.

4. Test results, locations of tests, locations of borings, boring logs, any recommendations and other pertinent data will be included in the Engineer's Design Report.

Notes:

For Final documents that are required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT when the Consultant has electronic signature capabilities.

For documents not required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT.

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

Updated April 18, 2019

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

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

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
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)
150/5345-53D	Airport Lighting Equipment Certification Program

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

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. 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.
6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see Section (23)(A)).

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI

TERMINAL APRON RECONSTRUCTION; REALIGNMENT OF TAXIWAY B

SUMMARY OF COSTS

January 29, 2020

	Fee	Hours
Preliminary	\$5,620.96	44
Design	\$175,370.63	1,170
Bidding	\$9,643.09	72
Special Services (Survey)	\$11,397.50	95
Total	\$202,032.18	44

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

**LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI
TERMINAL APRON RECONSTRUCTION; REALIGNMENT OF TAXIWAY B
PRELIMINARY, DESIGN AND BIDDING PHASE AND SPECIAL SERVICES
January 29, 2020**

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$81.02	\$0.00
Project Engineer	16	\$65.10	\$1,041.60
Project Manager	260	\$51.04	\$13,270.40
Senior Engineer	484	\$37.58	\$18,188.72
Engineer	402	\$29.53	\$11,871.06
Senior Planner	26	\$40.50	\$1,053.00
Planner	20	\$30.74	\$614.80
Registered Land Surveyor	3	\$41.23	\$123.69
Senior Technician	122	\$36.60	\$4,465.20
Technician	40	\$30.67	\$1,226.80
Administrative Assistant	8	\$21.04	\$168.32
	<u>1,381</u>		

Total Direct Salary Costs = \$52,023.59

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 167.73 % = \$87,259.17
 2b FCCM Rate (Optional) @ 0.57 % = \$296.53

3 SUBTOTAL:

Items 1 and 2 = \$139,579.29

4 PROFIT:

15 % of Item 3 Subtotal = \$20,936.89

Subtotal \$160,516.18 Lump Sum

5 OUT-OF-POCKET EXPENSES:

a. Mileage 1800 Miles @ \$0.58 / Mile = \$1,044.00
 b. Meals 6 Days @ \$36.00 / Day = \$216.00
 c. Motel 4 Nights @ \$112.00 / Night = \$448.00
 d. Survey Vehicle 3 Days @ \$100.00 / Day = \$300.00
 e. Drone Equipment 1 Days @ \$250.00 / Day = \$250.00
 f. Printing and Shipping = \$1,500.00

per GSA.gov, plus taxes

Total Out-of-Pocket Expenses = \$3,758.00

Subtotal \$164,274.18 Lump Sum

6 SUBCONTRACT COSTS:

a. Geotechnical Investigation (Est.) = \$37,758.00
 b. = \$0.00

= \$37,758.00 Not To Exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$202,032.18 Not To Exceed

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

Exhibit V

**LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI**

**BASIC AND SPECIAL SERVICES
TERMINAL APRON RECONSTRUCTION; REALIGNMENT OF TAXIWAY B**

January 29, 2020

Classification: Gross Hourly Rate:	Principal \$249.98	Project Engineer \$200.86	Project Manager \$157.48	Senior Engineer \$115.95	Engineer \$91.11	Senior Planner \$124.96	Planner \$94.85	Land Surveyor \$127.21	Senior Technician \$112.93	Technician \$94.63	Administrative Assistant \$64.92	Other Costs
A. BASIC AND SPECIAL SERVICES												
1. Preliminary Phase:												
a. Travel and Perform preliminary site inspection and attend scoping meeting			12		12							
b. Formulate project scope of work			4	2	2							
c. Develop preliminary opinion of probable costs			2	2	8							
Total hours =	44	0	0	18	22	0	0	0	0	0	0	(1,2,3,4,5)
Total =	\$5,620.96	\$0.00	\$0.00	\$2,834.66	\$463.80	\$2,004.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$318.00
2. Design Phase:												
a. Project Management (status reports, project coordination, invoicing)		2		24	12						4	
b. Prepare request for proposal and subagreement for geotechnical			6	6								
c. Coordinate surveys, geotechnical investigation, add results to project manual			6									
d. Review geotechnical report and survey			4	2								
e. 7460-1/CAP Submittal				4	12							
f. Review record drawings, PCI, previous surveys				2	6							
g. Travel and Perform Site Visit				12								
h. Apron Sizing Justification				4	12	4	4					
i. Pavement Design, Including LCCA				4	24	16						
j. Preliminary Design Report		2	24	36	36	2	6					
k. Prepare and Assemble Categorical Exclusion submittal			2	12	8		2					
l. Prepare SWPPP and application for land disturbance permit			2	2	12		2					
m. Assemble Standalone Construction Safety and Phasing Plan (CSPP)			4	24	16							
1) PREPARE CONSTRUCTION PLANS												
- Cover Sheet/Title Block					2				2			
- Index, Legends, Summary of Quantities Sheets					2				2			
- Construction Phasing Plans		4	16	24	16	2	2		8			
- General and CSPP Notes			2	6	6							
- Demolition/Tree Removal Plan			2	8	16							
- Typical/Transition Sections			4	16	12				8			
- Geometric Layout Sheets			4	24	16				8			
- Taxiway B Plan & Profile Sheet			4	24	16				4			
- Taxiway B/Apron Staking Plans			4	24	16				4			
- Joint Layout Plans, Details			6	24	18				6			
- Site Grading and Drainage, Details			6	30	24				4			
- Erosion Control Plan, Details			2	6	12				4			
- Pavement Marking/Tie Down Plan, Details			4	16	12	4	4		8			
- Taxiway/Apron reflectors, signage, circuitry plans			2	16	24				6			
- Electrical Details			2	6	12				4			
- Fencing Layout, Details			2	6	12				6			
2) Revise Plan Quantities and Preliminary Cost Estimates			4	24	16							
3) Prepare project technical specifications			14	30								
4) Prepare front end contract documents			10	14								
5) Submitt Plans, Specifications, Cost Estimate for Review			2	6								
6) Internal quality control review		6	8						4			
7) Address Sponsor/MODOT comments and seal sheets			4	12	10				4			
8) Update and Submit Final Design Report, Plans, Specs, Estimate			2	16	364	2			4			
Total hours =	1,170	0	16	204	466	14	20	0	82	0	4	(1,2,3,4,5)
Total =	\$175,370.63	\$0.00	\$3,213.80	\$32,126.20	\$54,033.26	\$33,165.26	\$1,749.45	\$1,896.93	\$9,260.05	\$0.00	\$259.67	\$39,666.00
3. Bidding Phase:												
a. Provide Notice to Bidders to Sponsor, Advertise to Prospective Bidders			2								2	
b. Send plans to contractors and answer questions			8	4	2						2	
c. Travel and Conduct pre-bid meeting and send out minutes (inc. travel)			14		8							
d. Addendum Issuance			6	4	4							
e. Assist with bid opening (do not attend)			2									
f. Review bids, prepare bid tab and recommend award			6	6	2							
Total hours =	72	0	0	38	14	0	0	0	0	0	4	(1,2,3,4,5)
Total =	\$9,643.09	\$0.00	\$0.00	\$5,984.29	\$1,623.32	\$1,457.81	\$0.00	\$0.00	\$0.00	\$0.00	\$259.67	\$318.00
4. Special Services (Field Survey):												
1. Initial planning, control research, contacts, One-Call								2	2	2		
2. Aerial Drone Surveys/imagery						6			6	6		
3. Set field control									20	20		
4. Field Topographic Surveys									6	6		
5. In-Office Data Processing								1	6	6		
6. Travel to/from site									6	6		
Total hours =	95	0	0	0	0	12	0	3	40	40	0	(1,2,3,4,5)
Total =	\$11,397.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.53	\$0.00	\$381.64	\$4,517.10	\$3,785.23	\$0.00	\$1,214.00
TOTAL =												\$202,032.18

(1) Mileage, Motel and Meals

(2) Equipment, Materials and Supplies

(3) Computer Services

(4) Vendor Services

(5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

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

BASIC SERVICES

- | | | |
|----|---|---|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| 1. | Submittal of Preliminary Design Report | (30) calendar days
after receipt of NTP |
| 2. | Plans & Specifications | |
| a. | Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) | (90) calendar days
after receipt of NTP |
| b. | Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | (7) calendar days
after receipt of
review comments
(MoDOT, FAA & Sponsor) |
| C. | Bidding Phase | As Required |

CONSTRUCTION SERVICES

- | | | |
|----|-----------------------|-------------|
| 1. | Construction Services | To Be Added |
|----|-----------------------|-------------|

SPECIAL SERVICES

- | | | |
|----|------------------------------|--|
| A. | Field Survey - Design Survey | (30) calendar days
after receipt of NTP |
| B. | Geotechnical | (30) calendar days
after receipt of NTP
Sponsor |

ATTACHMENT - GEOTECHNICAL PROPOSAL

January 20, 2020

Crawford Murphy & Tilly, Inc.
Gateway Tower
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

ATTN: Mr. Brian Hutsell, P. E.
Project Manager

RE: Proposal for Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Apron Reconstruction
Osage Beach, Missouri
State Project No. TBD
CMT Project No. TBD

Dear Mr. Hutsell:

Allstate Consultants, LLC is pleased to submit our proposal to provide the geotechnical engineering services requested in your email proposal request dated January 13, 2020 for the Apron Reconstruction at Lee C. Fine Memorial Airport.

PROJECT DESCRIPTION

We understand the proposed improvements will consist of complete reconstruction of the main Apron located southeast of the Terminal Building. Minimal Apron grading is anticipated as the vertical alignment is currently established.

A subsurface exploration, laboratory testing program and geotechnical recommendations have been requested for development of plans for the proposed improvements as described in your referenced email.

SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

General Scope of Services - We plan to perform twenty six (26) pavement core borings at the requested Apron locations. Pavement cores will be 5 to 6 inches in diameter and will be performed by our DBE sub-consultant, TSi Geotechnical Inc. Pavement core borings will assist us in determining the thickness of the predominantly concrete pavement sections. Twenty four (24) of the borings will be extended to depths of 10 feet

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport – Apron Reconstruction
Osage Beach, Missouri
State Project No. TBD, CMT Job Number TBD**

below the pavement surface or to auger refusal whichever is shallower. These borings will assist us in measuring the thickness of the crushed stone base course and in exploring subsurface conditions beneath the Apron. Two (2) additional borings are planned in a currently brush covered and wooded area lying southwest of the Apron where controlled compacted fill may be placed during Apron reconstruction.

Our DBE sub-consultant, TSi Geotechnical Inc. will obtain the pavement cores and base course samples. Soil samples will also be obtained for visual classification and moisture content testing at approximate two and a half foot (2½) foot vertical intervals in the soil borings using a split-barrel sampler. Occasional thin-walled tube samples will also be obtained if the subsurface soils are not too gravelly to push the tubes. Borings will be observed and logged in the field by an Allstate Consultants' geologist or geotechnical engineer and will be backfilled, patched and cleaned up in pavement areas as requested.

Allstate Consultants will visually classify the soil samples recovered from the borings in our Columbia soils laboratory in accordance with the Unified Soil Classification System. We will also perform moisture content, Atterberg limits and where feasible, density and unconfined compressive strength tests on representative samples of the site soils obtained from the soil borings.

Allstate Consultants also plans to obtain a composite sample from the Apron borings and after borings are completed will select (3) additional locations in turf areas adjacent to the Apron for further study. At these locations we plan to excavate three (3) shallow test pits to obtain representative soil samples for Apron subgrade testing. We will obtain large representative bulk samples of the subgrade soils for laboratory particle size, Atterberg limit, standard Proctor and CBR testing as requested. We understand the City of Osage Beach or the Airport will provide a backhoe and operator to excavate the test pits. Water levels will be observed in each of the borings and test pits during the limited exploration period.

Our DBE sub-consultant, TSi Geotechnical Inc., will perform three (3) series of soil tests on representative bulk samples of the subgrade soils selected by Allstate Consultants. These tests will include Atterberg limit determinations, combined sieve and hydrometer analyses, standard Proctor tests, and California Bearing Ratio (CBR) tests.

Geotechnical Engineering Report - Following completion of the field exploration and laboratory testing programs, the subsurface conditions and laboratory test data at the boring and test pit locations will be evaluated and an engineering report will be prepared by an Allstate Consultants' registered professional engineer specializing in geotechnical engineering. The engineering report will provide a project description, a summary of the

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport – Apron Reconstruction
Osage Beach, Missouri
State Project No. TBD, CMT Job Number TBD**

field exploration and laboratory testing procedures, logs of the borings, laboratory test results, an evaluation of subsurface conditions, and our geotechnical recommendations for subgrade preparation and design.

Location of Existing Site Utilities Prior to Exploration – During preparation for field exploration, our drilling subconsultant will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings. We will also coordinate our boring locations with the designated representative of the airport to avoid private utilities and service lines known to exist in the area of the borings.

Site Access, Boring Layout and Elevations - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a rubber tired all-terrain drilling rig.

Our proposal is based on the borings being laid out and marked by our survey crew. Ground surface elevations at the marked (staked in turf areas) boring locations will be determined during our survey. We understand CMT will provide us with GPS locations of the requested borings.

Construction Observation and Testing - Although the requested number of borings will be performed at the Apron site, it may not be economically feasible to perform enough exploratory borings to identify all subsurface conditions that may be present at the site. Subsurface conditions which could affect the design and construction of this project may not become known until construction is in progress and these conditions are revealed.

Geotechnical engineers commonly employ construction observation and testing to further identify subsurface conditions as they are exposed, to verify that these conditions are consistent with those encountered in the borings and test pits and used to develop the design concepts and to evaluate changed conditions if they are encountered in the field. To provide a complete geotechnical service, we recommend Allstate Consultants LLC be retained to provide observation and testing services during construction of this project. The costs of these construction related services have not been included in this proposal.

Schedule - We can usually commence field exploration within one to two weeks of receiving your verbal authorization but should still receive your written acceptance of this proposal. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport – Apron Reconstruction
Osage Beach, Missouri
State Project No. TBD, CMT Job Number TBD**

recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted within approximately 6 to 8 weeks after field exploration is performed.

Fees and Conditions - Allstate Consultants LLC agrees to perform the field exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees. Based on the requested and described scope of work and our attached cost estimate and Rate Schedule, our fee for geotechnical services should not exceed \$ 37,758. A portion of this total fee will cover the work of our DBE sub-consultant, TSi Geotechnical, Inc. which is estimated at \$ 16,502. The billing for our services will be directed to Mr. Brian Hutsell, P.E. of Crawford, Murphy & Tilly, Inc.

This proposal was prepared for the exclusive use of the client for the specific site and project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the client's proposal request. If you have any questions or comments, please give us a call.

Sincerely,

Allstate Consultants LLC



William A. Barrow, P. E., R. G.
Geotechnical Manager

WAB\20000.10GP
Enclosures

COST ESTIMATE FOR GEOTECHNICAL SERVICES

1/20/2020

**LEE C. FINE MEMORIAL AIRPORT
RECONSTRUCT APRON
STATE PROJECT NO. TBD
CMT JOB NO. TBD****SUBSURFACE EXPLORATION, LABORATORY TESTING, GEOTECHNICAL ANALYSIS, RECOMMENDATIONS
AND REPORT FOR RECONSTRUCTION OF MAIN APRON****FIELD EXPLORATION - PAVEMENT CORES AND SOIL BORINGS - DBE TSI GEOTECHNICAL**

PERFORM 26 PAVEMENT CORES AT APPROXIMATE LOCATIONS SHOWN IN EMAIL ATTACHMENT DATED JANUARY 13, 2020. MEASURE CONCRETE CORE THICKNESS. DRILL AGGREGATE BASE COURSE AND MEASURE THICKNESS. EXTEND 24 OF THE PAVEMENT BORINGS TO A DEPTH OF 10 FEET OR AUGER REFUSAL WHICHEVER OCCURS FIRST. SAMPLE SOIL BORINGS WITH SPLIT BARREL SAMPLERS AND OCCASIONAL THIN-WALLED TUBE SAMPLERS WHERE SOIL IS NOT TOO GRAVELLY. BACKFILL BORINGS WITH HYDRATED BENTONITE CHIPS AND PATCH PAVEMENT CORE HOLES WITH CONCRETE.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOB RUBBER TIRED ATV DRILL	MILE	370	\$4.75	\$1,757.50
SUPPORT TRUCK MOBILIZATION	MILE	370	\$1.50	\$555.00
COORDINATE UTILITY LOCATE	HOURLY	2	\$105.00	\$210.00
ASPHALT & CONCRETE CORING	INCH	312	\$9.50	\$2,964.00
SOIL DRILLING (1 - 10 FT)	FT	250	\$11.50	\$2,875.00
SOIL SAMPLES-THIN WALL TUBE	EA.	10	\$32.00	\$320.00
SOIL SAMPLES-SPLIT BARREL	EA.	96	\$21.00	\$2,016.00
BACKFILL & PATCH BORINGS	EA.	26	\$60.00	\$1,560.00
PATCHING MATERIALS	COST	1	\$215.00	\$215.00
PER DIEM FOR DRILL CREW	PER DAY	5	\$260.00	\$1,300.00

FIELD EXPLORATION - PAVEMENT CORES & SOIL BORINGS - DBE TSI SUBTOTAL **\$13,772.50**

FIELD EXPLORATION - PAVEMENT CORES & BORING SUPERVISION - ALLSTATE CONSULTANTS

MARK BORING LOCATIONS AND COORDINATE WITH AIRPORT ON LOCAL UTILITIES. SUPERVISE PAVEMENT CORING, SOIL DRILLING & SAMPLING, BACKFILLING AND PATCHING AND CLEANUP. LOG BORINGS IN FIELD AS DRILLING & SAMPLING PROGRESSES. COORDINATE WITH DBE SUBCONSULTANT.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
PLANNING & SUPERVISION	HOURLY	10	\$150.00	\$1,500.00
TRAVEL & MARK BORINGS	HOURLY	8	\$160.00	\$1,280.00
TRAVEL & FIELD LOGGING	HOURLY	60	\$91.00	\$5,460.00
MILEAGE	MI	380	\$0.57	\$216.60

FIELD EXPLORATION - PAVEMENT CORES & SOIL BORINGS - ALLSTATE SUBTOTAL **\$8,456.60**

FIELD EXPLORATION - TEST PIT SAMPLES - ALLSTATE CONSULTANTS

AFTER SOIL BORINGS ARE COMPLETED, ALLSTATE WILL SELECT 3 TEST PIT LOCATIONS TO OBTAIN REPRESENTATIVE SOIL SAMPLES. CITY TO FURNISH BACKHOE & OPERATOR FOR TEST PITS. OBSERVE TEST PIT EXCAVATION AND OBTAIN REPRESENTATIVE SOIL SAMPLES. IF SOILS ARE STONY CLAYS, OBTAIN AT LEAST 5 @ 5 GALLON BUCKET SAMPLES OF REPRESENTATIVE SOIL FROM EACH TEST PIT FOR LABORATORY PARTICLE SIZE, ATTERBERG LIMITS, STANDARD PROCTOR, AND CBR TESTS. TEST PIT SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST. DELIVER SAMPLES TO TSI.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
TRAVEL & FIELD ENGINEERING	HOURLY	6	\$150.00	\$900.00
DELIVER SAMPLES TO TSI	HOURLY	5	\$91.00	\$455.00
MILEAGE	MI	400	\$0.57	\$228.00

FIELD EXPLORATION - TEST PIT SAMPLES - ALLSTATE SUBTOTAL **\$1,583.00**

COST ESTIMATE FOR GEOTECHNICAL SERVICES

(CONTINUED)

LEE C. FINE MEMORIAL AIRPORT
RECONSTRUCT APRON
STATE PROJECT NO. TBD
CMT JOB NO. TBD

LABORATORY TESTING - TEST PIT AND COMPOSITE BORING SAMPLES - DBE TSI GEOTECHNICAL

PERFORM LABORATORY PARTICLE SIZE, ATTERBERG LIMITS, STANDARD PROCTOR, AND CBR TESTS ON TEST PIT SAMPLES.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
BULK SAMPLE PREPARATION	EACH			
PARTICLE SIZE ANALYSIS	EACH	3	\$120.00	\$360.00
ATTERBERG LIMITS (TEST PITS)	EACH	3	\$75.00	\$225.00
STANDARD PROCTOR	EACH	3	\$190.00	\$570.00
CALIFORNIA BEARING RATIO	EACH	3	\$525.00	<u>\$1,575.00</u>
LABORATORY TESTING - DBE TSI SUBTOTAL				\$2,730.00

LABORATORY TESTING - SOIL BORING SAMPLES - ALLSTATE CONSULTANTS

PERFORM MOISTURE CONTENT, DENSITY, UNCONFINED COMPRESSION AND ATTERBERG LIMITS TESTS ON BORING SAMPLES.

MOISTURE CONTENT (BORINGS)	EACH	96	\$6.00	\$576.00
ATTERBERG LIMITS (BORINGS)	EACH	5	\$100.00	\$500.00
DRY UNIT WT. (BORINGS)	EACH	10	\$15.00	\$150.00
UNCONFINED COMP. (BORINGS)	EACH	10	\$35.00	<u>\$350.00</u>
LABORATORY TESTING - ALLSTATE SUBTOTAL				\$1,576.00

DEVELOP BORING LOGS - ALLSTATE CONSULTANTS

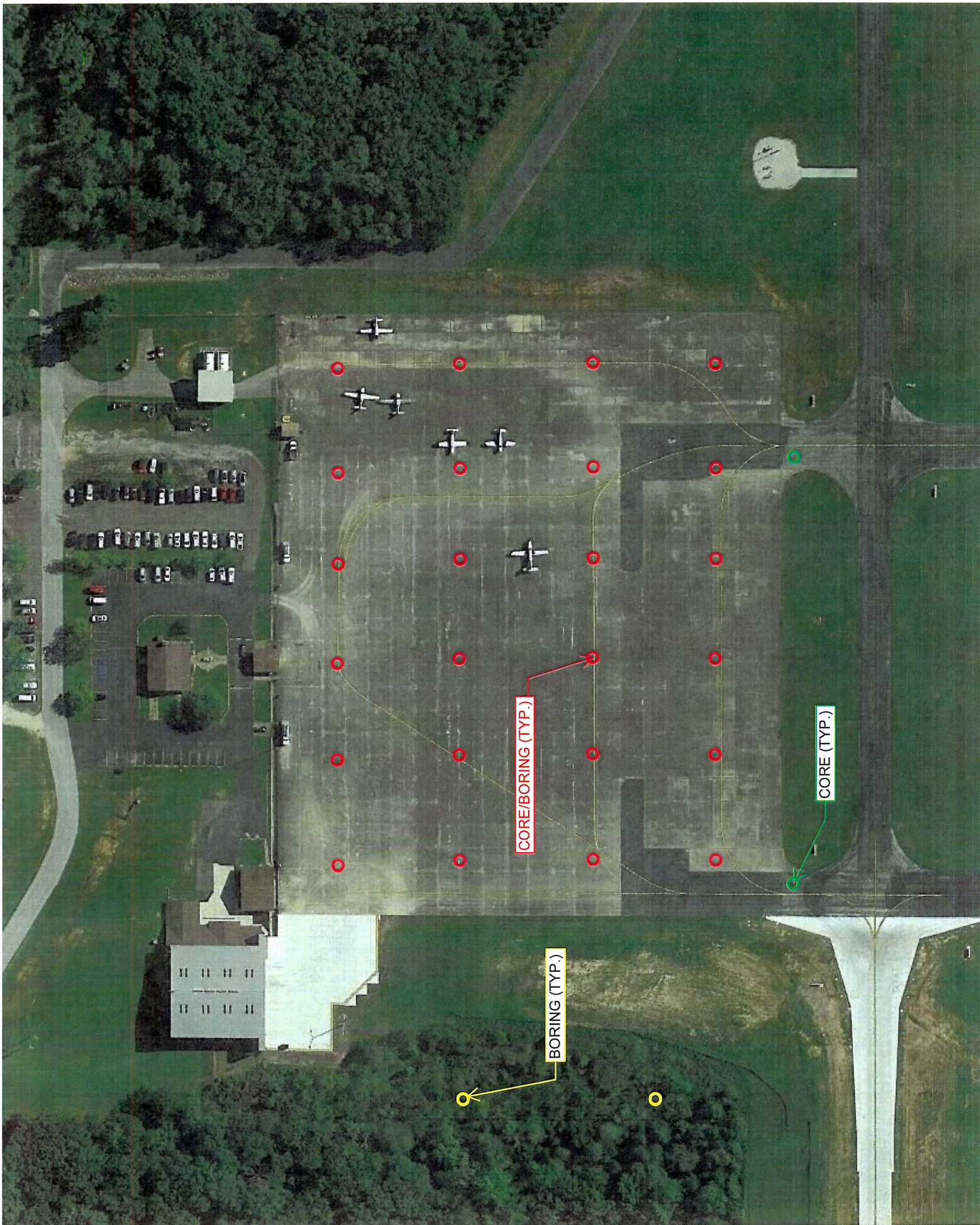
<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
GEOLOGIST	HOURLY	40	\$91	<u>\$3,640.00</u>
BORING LOGS - ALLSTATE SUBTOTAL				\$3,640.00

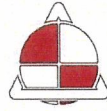
GEOTECHNICAL ENGINEERING AND REPORT - ALLSTATE CONSULTANTS

REVIEW TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. PERFORM GEOTECHNICAL ANALYSIS. DEVELOP GEOTECHNICAL ENGINEERING RECOMMENDATIONS FOR APRON SUBGRADE DESIGN. PREPARE GEOTECHNICAL ENGINEERING REPORT BY REGISTERED PROFESSIONAL ENGINEER. COORDINATE WITH DBE - TSI ENGINEERING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	40	\$150	<u>\$6,000.00</u>
GEOTECHNICAL ENGINEERING/REPORT - ALLSTATE SUBTOTAL				<u>\$6,000.00</u>

<u>TOTAL ESTIMATED AND NOT TO EXCEED FEE FOR GEOTECHNICAL SERVICES</u>		<u>\$37,758.10</u>
<u>TOTAL PORTION OF FEE FOR DBE - TSI ENGINEERING SERVICES</u>	43.7%	<u>\$16,502.50</u>





**ALLSTATE
CONSULTANTS**

2020 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$180.00
ENGINEER III	\$150.00
ENGINEER II.....	\$140.00
ENGINEER I	\$125.00
WATER QUALITY SCIENTIST III	\$145.00
WATER QUALITY SCIENTIST II	\$115.00
WATER QUALITY SCIENTIST I	\$75.00
PROJECT SCIENTIST III.....	\$140.00
INVESTIGATIVE ENGINEER III	\$225.00
INVESTIGATIVE ENGINEER II.....	\$200.00
INVESTIGATIVE ENGINEER I.....	\$170.00
TECHNICIAN VI/SURVEYOR III	\$135.00
TECHNICIAN V/SURVEYOR II	\$125.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$110.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$91.00
TECHNICIAN II	\$75.00
TECHNICIAN I.....	\$55.00
TECHNICIAN	\$36.00
SURVEY CREW (1 MAN)	\$135.00
SURVEY CREW (2 MEN).....	\$160.00
SURVEY CREW (3 MEN).....	\$185.00
INVESTIGATOR IV	\$130.00
INVESTIGATOR III	\$120.00
INVESTIGATOR II.....	\$95.00
INVESTIGATOR I.....	\$77.00
EXPERT TESTIMONY II.....	\$365.00
EXPERT TESTIMONY I	\$235.00
DRILL RIG CREW (2 MEN)	\$165.00
DRILL RIG CREW WITH GROUTER (2 MEN)	\$185.00
GPS RECEIVERS/DRONE (PER UNIT)	\$130.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$55.00/day
ATV (PER UNIT).....	\$130.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.)	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850
Allstate/files/allstate/wage rates

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
816-895-2310

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew.....	\$3.00/mile
Mobilization of Water Truck or Support Vehicle	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance	Actual Cost
For Actual Cost of Sub Contracted Items	See Attached

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer)	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure)	\$200.00/test
Swell Potential and Swell Pressure	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
816-895-2310

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 2, 2020
Originator: Stacy Bruns, Project Manager
Presenter: Jeana Woods, City Administrator
Date Submitted: March 24, 2020

Agenda Item:

Motion to approve the expenditure of City funds to Ameren UE to relocate utilities for the Mace Road Phase 2A project in the amount not to exceed \$35,467.89.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - The utility poles must be relocated for the roadway improvements for Mace Road Phase 2A project.

Budgeted Item:

Yes

Budget Line Item/Title:

FY20 Budgeted Amount:	\$1,100,000.00
Expenditures to Date (MM/DD/YY):	(\$ 0)
Available:	\$1,100,000.00

Requested Amount:

\$35,467.89

Department Comments and Recommendation:

The Mace Road Phase 2A project involves Ameren UE moving three of their utility poles along Mace Rd. This is required to complete the roadway improvements. The Engineering Department recommends the approval not to exceed the amount of \$35,467.89.

City Attorney Comments:

City Administrator Comments:

Mace Road Phase 2a is a budgeted FY2020 project. The invitation to bid on the construction for Phase 2a is currently active and scheduled to close on March 31, 2020.

I concur with the department's recommendation.

CHRGPRNT AMEREN MISSOURI
03/09/20 PRICE QUOTATION AND AUTHORIZATION
COMPANY: UEC REGION: 019 DISTRICT: 27LE W/R# 040571 CREW HQ: 027YYY
STATUS: 10 ON 12/12/19 REQUEST INITIATED SCHEME NUMBER: WPA: 065
PROJECT NAME: CITY OF OSAGE BEACH TAX AREA: 065065
JOB ADDRESS: PHASE 2A, MACE RD, OSAGE BEACH PREMISE:
JOB DESCRIPTION: GOVERNMENT RELOCATION

=====

NON-STANDARD CHARGES:		\$35,467.89
CUSTOMER ENTITLEMENT:	(LESS)	\$0.00
REVENUE OFFSET:	(LESS)	\$0.00
	SUBTOTAL	\$35,467.89

STANDARD CHARGES:
QTY UNIT PRICE DESCRIPTION

TAX: \$0.00

=====

NET ONE-TIME CHARGE	\$35,467.89
---------------------	-------------

COMMENT:

=====

***** THIS IS A PRICE QUOTATION NOT A BILL *****

* TO PROCEED, PLEASE SIGN THIS FORM IN THE SPACE BELOW AND RETURN *

* IT TO THE ADDRESS LISTED BELOW. UPON RECEIPT A BILL WILL BE *

* MAILED TO YOUR ATTENTION THAT MUST BE PAID PRIOR TO THE STARTOF *

* CONSTRUCTION. FOR QUESTIONS, CONTACT THE CONSTRUCTION HOTLINE AT *

* 1.866.992.6619. CHARGES MAY BE SUBJECT TO MUNICIPAL TAXES. *

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: AMEREN MISSOURI
LAKESIDE OPERATING CENTER
984 UNION ELECTRIC ROAD
LAKE OZARK, MO 65049

BILLING INFO: CITY OF OSAGE BEACH
1000 CITY PKWY

OSAGE BEACH

MO 65065

AUTHORIZED BY: _____ NAME

PHONE POSITION

PURCHASE ORDER NO. IF APPLICABLE

THIS QUOTATION IS FIRM ONLY IF ACCEPTED BY 06/07/20 AND IF CUSTOMER FULFILLED
NECESSARY REQUIREMENTS FOR AMEREN MISSOURI TO COMMENCE WORK BY 09/05/20

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 2, 2020
Originator: Stacy Bruns, Project Manager
Presenter: Jeana Woods, City Administrator
Date Submitted: March 24, 2020

Agenda Item:

Bill 20-22 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB20-004 Swiss Village Water Tower Cleaning 2020 to Central Tank Coatings, Inc. in the amount of \$25,000.00 *First and Second Reading*

Requested Action:

First & Second Reading of Bill #20-22

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - Would like to have this work completed prior to Memorial Day

Budgeted Item:

Yes

Budget Line Item/Title:

FY20 Budgeted Amount:	\$40,000.00
Expenditures to Date (03/24/2020):	(\$ 0.00)
Available:	\$40,000.00
Requested Amount:	\$25,000.00

Department Comments and Recommendation:

Bids were opened on Thursday March 19, 2020 for the Swiss Village Water Tower Cleaning project. There were three bidders. Central Tank Coatings, Inc. was the low bidder. We have done work with Central Tank Coatings, Inc. in the past with good results.

City Attorney Comments:

Per City Code 110.230, Bill 20-22 is in correct form.

City Administrator Comments:

This is a budgeted FY2020 project in the amount of \$40,000; requested low bid is under budget.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONSTRUCTION CONTRACT OB20-004 SWISS VILLAGE WATER TOWER CLEANING 2020 TO CENTRAL TANK COATINGS, IN THE AMOUNT NOT TO EXCEED \$25,000

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract OB20-004 Swiss Village Water Tower Cleaning under the contract with Central Tank Coatings, fundamentally and substantially the same as under the terms set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Twenty-Five Thousand Dollars (\$25,000.00)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.22 was duly passed on Aldermen of the City of Osage Beach. The votes thereon were as follows:

by the Board of

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.22.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

BID TABULATION
Swiss Village Water Tower Cleaning 2020
Osage Beach Project # OB20-004

Bids				Engineer Estimate		Central Tank Coatings, Inc.		Viking Industrial Painting		Maguire Iron, Inc.	
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Exterior Cleaning of Swiss Village Water Tower	1	LS	\$35,000.00	\$ 35,000.00	\$20,000.00	\$ 20,000.00	36,500.00	\$ 36,500.00	37,500.00	\$ 37,500.00
2	Force Account	1	LS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00
Total Bid					\$40,000.00		\$25,000.00		\$41,500.00		\$42,500.00

SWISS VILLAGE WATER TOWER CLEANING 2020

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Central Tank Coatings, Inc.** a Corporation of the State of Iowa, qualified to do business in the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

SWISS VILLAGE WATER TOWER CLEANING 2020

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Twenty-five thousand dollars and zero cents (\$25,000.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Thirty (30) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

SWISS VILLAGE WATER TOWER CLEANING 2020

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

On This _____ day of _____, 2020, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of
Central Tank Coatings, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation by
authority of its board of directors, and said _____ acknowledged said instrument to be the free act
and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 2, 2020
Originator: Stacy Bruns, Project Manager
Presenter: Jeana Woods, City Administrator
Date Submitted: March 24, 2020

Agenda Item:

Bill 20-23 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB20-003 with Stockman Construction Corp for the Water Main to Swiss Village Well#3 project, in an amount not to exceed \$92,640.00.

First Reading

Requested Action:

First Reading of Bill #20-23

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - Water line needs to commence to connect to Well #3.

Budgeted Item:

Yes

Budget Line Item/Title: 30-00-773170 New Wells

FY20 Budgeted Amount:	\$100,000
Expenditures to Date (03/24/2020):	(\$ 22,604)
Available:	\$ 77,396
Requested Amount:	\$ 92,640

Department Comments and Recommendation:

The proposed water main to Swiss Village Well #3 was originally going to be constructed by City crews, as part of the Swiss Village Well #3 project. It has been decided to hire a contractor to do this work.

The project was advertised Feb. 19, 2020 and the City received four bids on March 17, 2020. The low bidder is Stockman Construction Corp., in the amount of \$92,640.00. We have done work with Stockman Construction Corp in the past with good results. Public Works recommends awarding the construction contract to Stockman Construction.

City Attorney Comments:

Per City Code 110.230, Bill 20-23 is in correct form.

City Administrator Comments:

This main waterline construction project is budgeted in FY2020 in the amount of \$100,000; proposed low bid is under budget for line item 30-00-773170.

The new well, project OB19-010 with Heggemann, which is a different piece to the entire Swiss Village Well project, was budgeted in FY2019 (line item 30-00-773170), but work carried over into FY2020; therefore, a budget amendment to 30-00-773170 to carry OB19-010 expenditures into FY2020 based on final approvals that have recently taken place will be brought before the Board upon project completion.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OB20-003, WITH STOCKMAN CONSTRUCTION CORP FOR THE WATER MAIN TO SWISS VILLAGE WELL #3 PROJECT, IN AN AMOUNT NOT TO EXCEED \$92,640.00

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract OB20-003 for the water main to Swiss Village Well #3 Project with Stockman Construction Corp, fundamentally the same as under the terms set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Ninety-Two Thousand, Six Hundred Forty Dollars (\$92,640.00)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.23 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.23.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Stockman Construction Corp.** a Missouri Corporation of Jefferson City, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

WATER MAIN TO SWISS VILLAGE WELL #3

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Ninety Two thousand, six hundred forty dollars and zero cents (\$92,640.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

WATER MAIN TO SWISS VILLAGE WELL #3

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within One Hundred and Twenty (120) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 2019, before me appeared _____
to me personally known who, being by me duly sworn, did say that he/she is the _____
_____ of Stockman Construction Corp., and that the seal affixed to said instrument is the corporate seal of said
corporation by authority of its board of directors, and said _____ acknowledged said instrument
to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION
City of Osage Beach, MO
Water Main to Swiss Village Well #3
Osage Beach Project # OB20-003
3/17/2020

Bids			Engineer Estimate		Stockman Construction		A-Team Excavation		M&M Landscaping & Const.		Travis Hodge Hauling, LLC	
Item No.	Description	Est. Quantity Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Mobilization (max. 2% of total bid)	1 LS	\$1,900.00	\$ 1,900.00	\$19,320.00	\$ 19,320.00	\$1,850.00	\$ 1,850.00	\$1,500.00	\$ 1,500.00	\$2,200.00	\$ 2,200.00
2	8-IN PVC C900 DR18 Water Main (Pipe to be supplied by City. All other fittings, including bends shall be supplied by Contractor).	1,090 LF	\$65.00	\$ 70,850.00	\$43.00	\$ 46,870.00	\$65.00	\$ 70,850.00	\$65.00	\$ 70,850.00	\$85.00	\$ 92,650.00
3	Concrete Encasement of 8 IN Water Main	20 LF	\$125.00	\$ 2,500.00	\$225.00	\$ 4,500.00	\$100.00	\$ 2,000.00	\$170.00	\$ 3,400.00	\$250.00	\$ 5,000.00
4	Cut and Cap Existing 8-IN Water Main	1 Each	\$750.00	\$ 750.00	\$1,500.00	\$ 1,500.00	\$1,000.00	\$ 1,000.00	\$1,425.00	\$ 1,425.00	\$2,500.00	\$ 2,500.00
5	Connection to Existing 8-IN Water Main	2 Each	\$1,500.00	\$ 3,000.00	\$1,500.00	\$ 3,000.00	\$1,500.00	\$ 3,000.00	\$3,500.00	\$ 7,000.00	\$3,000.00	\$ 6,000.00
6	Air Release Valve Assembly	1 Each	\$3,750.00	\$ 3,750.00	\$3,800.00	\$ 3,800.00	\$0.00	\$ -	\$2,350.00	\$ 2,350.00	\$4,500.00	\$ 4,500.00
7	Pavement Restoration - Asphalt	30 LF	\$100.00	\$ 3,000.00	\$55.00	\$ 1,650.00	\$80.00	\$ 2,400.00	\$110.00	\$ 3,300.00	\$100.00	\$ 3,000.00
8	Fire Hydrant Assembly (Fire Hydrant, 6 IN Valve and 8x6 IN Tee, to be supplied by City.)	1 Each	\$1,500.00	\$ 1,500.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$1,600.00	\$ 1,600.00	\$4,000.00	\$ 4,000.00
9	Force Account	1 LS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
Total Bid			\$97,250.00		\$92,640.00		\$93,100.00		\$101,425.00		\$129,850.00	