



June 19, 2023

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

Meeting Live streamed <https://www.youtube.com/user/cityofboonvillemo> & Channel 3 with Suddenlink Cable TV

I. Call to order – Pledge and Prayer

A. Steve Young

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. June 5 2023 council minutes

V. Consent Items

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A. Second Reading of Bill No. 2023-019 Amending certain parts of Appendix A- Subdivision Regulations, Section 6, Final Plat
- B. Second Reading of Bill No. 2023-020 Amending and establishing certain parts of Chapter 10, Article I relating to festival events and Article XIII, Section 10-283 Relating to Marijuana facilities
- C. Second Reading of Bill No. 2023-021 Amending portions of Appendix G, Schedule of Administrative Fees
- D. Second Reading of Bill No. 2023-022 Authorizing an Agreement with H.W.Lochner, INC for Engineering Services at Jesse Viertel Memorial Airport

VIII. New Business

- A. Consideration of Knights of Columbus fundraiser event for Missouri Special Olympics
- B. Consider Resolution R2023-08 Authorizing and Approving an Agreement with Boonville R-1 Schools for School Resource Officer Program

IX. Reports of Standing Committees

X. Reports of City Officials

- A.** Economic Developer
- B.** City Administrator
- C.** Mayor
- D.** City Clerk

XI. Miscellaneous

- A.** Public Works Monthly Report May 2023

XII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at (660) 882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.



June 5, 2023

7:00 PM

**City Council Chambers
525 E. Spring Street
Boonville MO 65233**

I. Call to order – Pledge and Prayer

Brad Atkinson

Call to order – Pledge and Prayer The Boonville City Council met in Regular Session on June 5, 2023, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present; Susan Meadows, Mayor pro-tem, Kate Fjell, City Administrator, Amber Davis, City Clerk; Randy Ayers, Sergeant at Arms. Interim City Counselor, Doug Abele and Mayor Ned Beach were absent. The meeting was called to order. Brad Atkinson led the prayer, after the pledge of allegiance.

II. Roll Call

The following Council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Brad Atkinson, Steve Young, Susan Meadows, and Andrew Cowherd. Council representative Sy Harvell was absent.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

The minutes stand as submitted

A. May 15, 2023 council minutes

V. Consent Items

A. Consider Pay Request Order No. 1 from Smico Contracting Group, LLC in the amount of **\$34,462.93** for WWTP Repair Project

Mr. Venabel moved, and Mr. Elbert Atkinson the motion to approve the Consent Items. Roll call was taken. Ayes: Atkinson, Young, Meadows, Cowherd, Elbert, Venable and Davis. Total (7) Opposed: None (0). Absent: Sy Harvell (1). Motion Carried

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Venable moved, and Mr. Cowherd seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Brad Atkinson, Steve Young, Susan Meadows, Andrew Cowherd, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent Sy Harvell (1). Motion Carried.

VII. Unfinished Business

A. Second Reading of Bill No. 2023-018 Approving a Preliminary Site Plan for Quiktrip located at 2428 Ashley Road

Caitlynn Helsper with Quiktrip came before the council to give a brief overview of the project. Ms. Helsper stated this project has been challenging so far, they are waiting on figures from MODOT for breaks and access. Once that figure comes in, then the project will start. Mr. Cowherd asked what the employment numbers are for a store of this size. Ms. Helsper stated 30-40. Mr. Elbert asked about installing a stop light in the area for traffic control. Ms. Helsper stated that it would be up to MODOT to make that decision.

Mr. Cowherd moved, and Mr. Davis seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Brad Atkinson, Steve Young, Susan Meadows, Andrew Cowherd, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent Sy Harvell (1). Motion Carried.

VIII. New Business

A. Consider Resolution No. R2023-07 Authorizing and Approving an Agreement with Home Heating and Cooling LLC for HVAC Repair at Library Learning Center

Mr. Venabel moved, and Mr. Elbert seconded the motion to approve the Resolution. Roll call was taken. Ayes: Atkinson, Young, Meadows, Cowherd, Elbert, Venable and Davis. Total (7) Opposed: None (0). Absent: Sy Harvell (1). Motion Carried

B. First Reading of Bill No. 2023-019 Amending certain parts of Appendix A- Subdivision Regulations, Section 6, Final Plat

Ms. Davis read, by title only, a copy of the bill

C. First Reading of Bill No. 2023-020 Amending and establishing certain parts of Chapter 10, Article I relating to festival events and Article XIII, Section 10-283 Relating to Marijuana facilities

Ms. Davis read, by title only, a copy of the bill

D. First Reading of Bill No. 2023-021 Amending portions of Appendix G, Schedule of Administrative Fees

Ms. Davis read, by title only, a copy of the bill

- E. First Reading of Bill No. 2023-022 Authorizing an Agreement with H.W.Lochner, INC for Engineering Services at Jesse Viertel Memorial Airport

Ms. Davis read, by title only, a copy of the bill

- F. Heritage Days street closure request

Mr. Venable moved, and Mr. Cowherd seconded the motion for approval of the street closure request. Roll call was taken. Ayes: Brad Atkinson, Steve Young, Susan Meadows, Andrew Cowherd, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent Sy Harvell (1). Motion Carried.

IX. Reports of Standing Committees

- A. Board of Public Works No Quorum Meeting May 25th, 2023

- B. Street, Alley & Sanitation No Quorum Meeting May 25th, 2023

X. Reports of City Officials

- A. City Administrator- 2023-2024 School Resource Officer contract with Boonville R-1 School District

Ms. Fjell stated at the next meeting there will be an ordinance approving a contract with the school district for a School Resource Officer. Ms. Fjell announced that Tyler Schanzmeyer was the candidate chosen and he would be a great addition because he has an officer background and background at the school as well. Tyler will be employed by the City of Boonville and will start July 1 and go through SRO training. Mr. Cowherd asked what the qualifications are to be an SRO. Police Chief Randy Ayers stated the candidate has to be a licensed police officer and go through the SRO training program.

- B. Mayor- Committee Appointments

Mr. Venable moved, and Mr. Cowherd seconded the motion to approve the committee appointments. Roll call was taken. Ayes: Atkinson, Young, Meadows, Cowherd, Elbert, Venable and Davis. Total (7) Opposed: None (0). Absent: Sy Harvell (1).

- C. City Clerk

Mrs. Davis stated the next council meeting would be Monday, July 3rd and that is near the 4th of July holiday she asked the council if they want to have the meeting or cancel. it was decided to cancel the July 3rd council meeting.

XI. Miscellaneous

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Venable seconded the motion to Adjourn at 7:34 p.m. and the voice vote was unanimous.

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **June 19, 2023** the sum of **\$644,417.30**

General Fund	\$265,634.13
Sanitation	\$26,629.39
CIP Tax	\$7,195.46
Water Works	\$99,684.69
Capital Projects	\$0.00
Waste Water	\$31,839.74
Tourism	\$8,716.27
Gaming	\$196,946.80
Parks/Water	\$7,667.08
Kemper Sales Tax	\$103.74
Economic Development Projects	\$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$644,417.30** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **June 19, 2023** read for the second time this **June 19, 2023** since a copy was made available prior to the meeting.

Approved **June 19, 2023**

Mayor

Endorsed **June 19, 2023** : I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

BILL NO. 2023-019

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING CERTAIN PARTS OF APPENDIX A – SUBDIVISION REGULATIONS, SECTION 6; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

WHEREAS, The City of Boonville is modernizing the final plat format which is to be submitted to the City Council making the process efficient and streamlined for city staff to use the new GIS Mapping System.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That Appendix A, Section 6 (1), of the Code of General Ordinances is hereby repealed in its entirety.

SECTION 2: That a new Appendix A, Section 6 (1), of the Code of General Ordinances is hereby adopted to read as follows:

Sec. 6. – Final Plat.

- (1) The final plat must be submitted to the City of Boonville in a PDF File and CAD File, or whatever electronic format the city needs for GIS Mapping, and four (4) recordable copies on 24 x 36 paper maps, sealed by a professional engineer, together with copies of any private covenants or deed restrictions too lengthy to be shown on the plat, shall be submitted to the city council.

SECTION 3: Parts (2), and (3) of Appendix A, Section 6 – Final Plat are hereby affirmed and retained.

SECTION 4: This ordinance shall take effect and be in force following its passage and approval by the City Council.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: JUNE 5, 2023

**READ FOR THE SECOND TIME AND PASSED THIS 19TH DAY OF JUNE 2023
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR
PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.**

APPROVED THIS 19TH DAY OF JUNE 2023.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING AND ESTABLISHING CERTAIN PARTS OF CHAPTER 10, ARTICLE I, RELATING TO FESTIVAL EVENTS; AND AMENDING CHAPTER 10, ARTICLE XIII, SECTION 10-283 RELATING TO MARIJUANA FACILITIES; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

WHEREAS, The City of Boonville has been working to improve the process and requirements related to public events making the process efficient and streamlined for city staff and the event organizers.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That Chapter 10, Article I, Section 10-1 Definitions, of the Code of General Ordinances is hereby repealed in its entirety.

SECTION 2: That a new Chapter 10, Article I, Section 10-1 Definitions, of the Code of General Ordinances is hereby adopted to read as follows:

Sec. 10-1. - Definitions.

The following definitions shall govern in the construction of this article:

Charges: The amount designated by the licensee as to the consideration to be paid for goods, services or otherwise, including considerations to be paid, rendered or delivered at a later date.

Festival Event: An event hosted by an organization, other than the City of Boonville, which solicits and allows vendors to operate as part of the festival. The festival will consist of walks/runs, stationary booths, stages, alcoholic beverage areas, tents, storerooms, street stands, vehicles, trailers, or other temporary place or structure, for the sale of food, confections, toys, jewelry, groceries, dried goods, drinks of all kind, goods, wares, merchandise or services, operated from doorways, building recesses, city parks, alleyways, vacant lots, public or private parking lots, private streets or walkways or any other place near the public street of the city and which may last for a maximum of 14-days and all days must be consecutive in any three-month period.

Gross receipts: All of the money, property, services and other considerations charged for or received or derived from their business activities, and includes but is not limited to receipts and charges for and from sales, rentals (except rental of real estate), hiring, admission prices, compensations, personal services, service charges, commissions, contracts, fees, penalties, bonuses and services of a trade or occupations, or other price received or charged for any combination of services and property or use thereof or admittance or privilege granted; all commissions received and retained by any commission broker, including real estate agents, brokers, insurance brokers, insurance agents; all operating revenues of banks, including, but not limited to, service charges, interest on loans, mortgages and bonds; and revenues of insurance companies limited to direct premiums received from Missouri policy holders less all claims and benefits paid, increases in policy reserves, and insurance taxes, licenses and fees (except income taxes), in accordance with the reporting requirements of regulatory authorities, federal or state. However, the term shall not include the following:

- (1) Receipts of taxes levied by municipal, state and federal governments and collected by the seller.
- (2) Receipts of traded merchandise recorded as cash receipts and resold and recorded as a sale or resale.
- (3) Interdepartmental sales within the organization of the seller.
- (4) Such part of the sales price of property returned by the purchaser as is refunded either in cash or in credit.
- (5) Receipts from the sale of nonintoxicating and intoxicating beer, intoxicating package liquors and liquor by the drink.
- (6) Public utilities.
- (7) In the case of a parent company whose books of record reflect the sales of its subsidiary or subsidiaries, the receipts of sales of such subsidiary or subsidiaries may be excluded except for such subsidiary or subsidiaries whose plant or place of business is located within the city, unless such subsidiary or subsidiaries so located in the city are separately licensed.
- (8) Receipts from any office located in the city which is operated solely as a billing office for other offices located outside of the city, and which billing is for transactions no part of which took place in the city.
- (9) Receipts of refundable deposits, except that portion of refundable deposits forfeited and taken into the gross receipts of the seller.

Licensee: Every person required to have a current license as well as one holding a license.

Manufacturer: Every person engaged in treating, processing, refining, improving, combining, fabricating, assembling or otherwise adding to the usability, value or appearance of commodities and other personal property, whether done on order or for sale upon expected or anticipated demand or orders for the manufactured goods.

Merchant: Every person who shall make or cause to be made any retail sale or sales as a jobber of goods, wares and merchandise to any person, or who renders any services in connection with any such sale, at any store, stand or place in the city, whether such sales shall be accommodation sales, sales on consignment or whether made from stock on hand or ordering goods from another source, or whether the subject of said sales be a different type of goods than those regularly manufactured, processed or sold by said dealer.

Sale: Any transfer, exchange or barter of tangible personal property for a consideration of money, property or service, or any combination thereof.

Service occupation: All callings, businesses, dealers, trades, avocations, pursuits, professions not exempt by law, occupations and enterprises with the exception of merchants, manufacturers, wholesalers and the businesses excluded under section 10-2 of this Code and excluding those specifically exempted from local licensing by state law and including also the selling of goods, wares and merchandise other than from a store, stand or place of business in the city; persons dealing in or rendering services of any and all kinds to persons or property, and persons renting or hiring property or facilities to others excepting rental of real estate, and those who conduct activities for which an admission is charged or consideration is received for attendance at performances, shows, spectacles or other events, or for participation in contests or games or for use of facilities or accommodations operated or maintained by such person.

Subcontractor: Any person engaged in a service occupation who is hired by the general contractor or builder and paid by the contractor or builder rather than hired and paid by the person for whom the work is being done.

Wholesaler: Every person who shall make or cause to be made sales of goods, wares and merchandise in bulk to another who intends to resell the articles purchased to consumers.

SECTION 3: That Chapter 10, Licenses and Taxation; Article I, General; is amended to add Section 10-19 Festival Event License/Permits, of the Code of General Ordinances which is incorporated herein as set out fully in this ordinance.

Sec. 10-19. – Festivals and Events.

(a) Licenses/Permit.

Any event hosted by an organization, other than the City of Boonville, shall submit an application no less than 2 months prior to the event. Festival Events managed by organizations are required to obtain a Festival Event License/Permit issued by the city in the amount as provided in the **city fee schedule**. Vendors not operating under the festival event license/permit or vendors/businesses that do not have a City of Boonville business license, shall not locate within one-fourth mile from the boundary of any entertainment event, special event, or festival event unless the vendor has written authorization from the festival event coordinator to operate with the festival boundaries or within one-fourth mile thereof.

The holder of the Festival Event License/Permit shall be responsible for verifying that all participating vendors are qualified and vendors operating as part of the festival event are not required to obtain a business license if they demonstrate to the holder of the festival vendors license/permit that they:

- (1) Have a valid retail sales license issued by the state director of revenue as required by RSMo 144.083 and a statement from the state director of revenue of not taxes due;
- (2) Have a valid Federal Employer Identification;
- (3) If a food vendor, coordinate with Cooper County Health Department regarding food operating permit;
- (4) Obey all applicable local, state, and federal laws.

SECTION 4: That Chapter 10, Article XIII, Section 10-283 Operating Permits **(f)** of the Code of General Ordinances is hereby amended to read as follows:

- (f) An annual inspection fee **provided in the city fee schedule** shall be paid to the City at the time of application for the city permit.

SECTION 5: Parts (a), (b), (c), (d), (e), (g), (h), and (i) of Section 10-283 are hereby affirmed and retained.

SECTION 6: This ordinance shall take effect and be in force effective July 1, 2023.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: JUNE 5, 2023

**READ FOR THE SECOND TIME AND PASSED THIS 19TH DAY OF JUNE 2023
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR
PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.**

APPROVED THIS 19TH DAY OF JUNE 2023.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

BILL NO. 2023-021

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING PORTIONS OF THE SCHEDULE OF ADMINISTRATIVE FEES (APPENDIX G IN THE CODE OF GENERAL ORDINANCES) BY ESTABLISHING AND INCORPORATING FESTIVAL EVENT LICENSE/PERMIT FEES; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS: The City of Boonville first adopted its Schedule of Administrative Fees as Ordinance No. 4018 on September 5, 2006 and has found it necessary to amend the fee schedule from time to time to respond to rising costs of services and other economic conditions effecting the administration of local government; and

WHEREAS: the attached Exhibit establishes and incorporates the Festival Event License/Permit Fees Section 10-19 within the Schedule of Administrative Fees, Revised July 1, 2023, and is based on the City paying expenses associated with the events; and

WHEREAS: the City of Boonville is consolidating the Marijuana Facility Inspections Fee within the revised Schedule of Administrative Fees, making it easier to locate said fees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri shall establish and incorporate the **Festival Event License/Permit Fee within Section 10-19 and Marijuana Facility Inspection Fee within Section 10-283(f)** of the Schedule of Administrative Fees (Appendix G in the Code of General Ordinances), prescribed and set forth in the amended portion of the **Schedule of Administrative Fees, Revised July 1, 2023** attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That the rates set forth herein, shall become effective July 1, 2023.

SECTION 3: This Ordinance shall take effect and be in full force from and after its passage and approval.

FIRST READING: June 5, 2023

**READ FOR THE SECOND TIME AND PASSED THIS 19th DAY OF JUNE 2023
AFTER A COPY OF THIS ORDINANCE AND REFERENCE REVISED
SCHEDULE OF ADMINISTRATIVE FEES HAS BEEN MADE AVAILABLE
FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.**

President of the Council

APPROVED THIS 19TH DAY OF JUNE 2023.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES

Code Section	Description	Fee
10-6	Business License Fee Schedule	<u>Per Year</u>
	Minimum Licensed Based on Gross Receipts of \$15,000 or less	\$25.00
	License on Gross Receipts over \$15,000.00, but not in excess of \$100,000.00	\$40.00
	License on Gross Receipts over \$100,000.00, but not in excess of \$250,000.00	\$70.00
	License on Gross Receipts over \$250,000.00, but not in excess of \$500,000.00	\$100.00
	License on Gross Receipts over \$500,000.00, but not in excess of \$1,000,000.00	\$130.00
	License on Gross Receipts on excess of \$1,000,000.00	\$160.00
	Banks and Savings and Loan Associations	\$175.00
	Loan companies, etc.	\$130.00
	Pawnbrokers	\$250.00
	Massage parlors	\$750.00
	Carnivals, circuses, etc.	\$130.00 per week
10-19	Festival Event License/Permit	<u>Per Event</u>
	No Vendors	No fee
	Total Vendors 1-15	\$50.00
	Total Vendors 16-20	\$75.00
	Total Vendors 21-25	\$100.00
	Total Vendors 26+	\$125.00
10-221 (d)	Tattoo Annual Inspection Fee	\$100.00 per year
10-283 (f)	Marijuana Facility Inspection Fee	\$100.00 per year
16-20 (a) & (b)	Salesman/Solicitor/Peddler for each daily permit issued	\$30.00 per day

BILL NO. 2023-022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT WITH H.W. LOCHNER INCORPORATED TO PROVIDE AIRPORT ENGINEERING SERVICES

WHEREAS, the City of Boonville determined that H.W. Lochner Engineering, Inc. should be the City's Airport Engineering Consultant in 2021; and

WHEREAS, the City of Boonville's past experience with H.W. Lochner Incorporated has been good; and

WHEREAS, the City of Boonville has received approval to proceed with the Design of Reconstruction and Rehabilitation of Hanger Taxilanes at Jesse Viertel Memorial Airport.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri hereby authorizes and approves the City Administrator to execute on its behalf the agreement with H.W. Lochner Incorporated attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing the agreement is effective immediately, and the attached and executed agreement shall take effect and be in full force from and after both parties have signed it.

FIRST READING: June 5, 2023

READ FOR THE SECOND TIME AND PASSED THIS 19th DAY OF JUNE, 2023 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 19th DAY OF JUNE, 2023

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

Airport: Jesse Viertel Memorial (VER)
 MoDOT Project No.: 23-039A-1

Airport Name:	Jesse Viertel Memorial (VER)
Project No.:	23-039A-1
County:	Cooper

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

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Boonville, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Jesse Viertel 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 Jesse Viertel 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 3.00% 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 3.00% 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)
TREKK Design Group, LLC 2313 C. Industrial Dr. Columbia, MO 65202	Survey	\$17,520.00	100%	\$17,520.00	10.72%
TOTAL DBE PARTICIPATION				\$17,520.00	10.72%

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

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

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Geotechnology, LLC	5055 Antioch Road, Overland Park, KS 66203	Geotechnical and Pavement Invest.	\$18,000.00

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

representative of MoDOT or the federal government), and copies thereof shall be furnished.

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

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

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

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

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

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$163,500.00**, 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 Civil3D 2020 (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.

(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 Cooper County, Missouri. The parties agree that this Agreement is entered into at Boonville, Missouri and substantial elements of its performance will take place or be delivered at Boonville, Missouri, by reason of which the Consultant consents to venue of any action against it in Cooper 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	Kate Fjell, City Administrator
SPONSOR'S NAME	City of Boonville, Missouri

SPONSOR'S ADDRESS	City Hall 401 Main Street Boonville, MO 65233		
PHONE	660-882-2332	FAX	660-882-6608
E-MAIL ADDRESS	kate.fjell@boonville-mo.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	Matthew Jacobs, Project Manager		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	16105 W. 113 th Street Suite 107 Lenexa, KS 66219		
PHONE	816-945-5840	FAX	816-945-5841
E-MAIL ADDRESS	mjacobs@hwlochner.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 20th day of May, 2023.

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

Consultant:

H.W. Lochner, Inc.

Sponsor:

City of Boonville, Missouri

By: _____



Signature

By: _____

Signature

Title: Vice President, Aviation

Title: _____

ATTEST:

ATTEST:

By: _____



Signature

By: _____

Signature

Title: Project Manager

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

BASE BID

Reconstruct North T-Hangar Taxilanes

ADD ALTERNATE NO. 1

Reconstruct Shade Hangar Taxilane

ADD ALTERNATE NO. 2

Rehabilitate South T-Hangar Taxilanes and South Connecting Taxiway

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:

The Consultant will perform a topographical survey and geotechnical and pavement investigation required for project design and produce an engineering design report, construction safety and phasing plan report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the advertisement for obtaining construction bids, preparation of any addenda during the bidding process, conduct the prebid meeting, receipt of bids, and award of the construction contract. The services required for construction administration, observation, and materials testing may be added to this Agreement by Supplement upon completion of the Design Phase Services. 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 (ACs), 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.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordinate with Sponsor and MoDOT to establish scope, schedule, and budget and conduct predesign teleconference.
- b. Coordinate with subconsultants for topographical survey and geotechnical and pavement investigation scopes.
- c. Develop preliminary engineer's opinion of probable construction cost and project budget.
- d. Assist the Sponsor in preparation of Project Grant Application for funding for submittal to MoDOT.

2. Design Phase – Engineer’s Design Report & CSPP Report

- a. Prepare preliminary design report (bound) and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. As a minimum, the design report will include:
 - Description of work (including AIP participation limits).
 - Listing of applicable design standards and Advisory Circulars.
 - Design considerations for Airport Operational Safety.
 - Existing site conditions including photographs.
 - Geotechnical investigation and laboratory test results.
 - Pavement design calculations and proposed typical sections.
 - Analysis of alternatives and recommendations.
 - Summary of the design computations.
 - Life cycle cost analysis and recommendations.
 - Pavement rehabilitation recommendations.
 - Surface and subsurface drainage analysis/calculations.
 - Pavement marking analysis.
 - Seeding/topsoiling considerations.
 - 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.
 - Miscellaneous work items.
 - Summary of recommendations.
 - Predesign meeting minutes.
- b. Prepare preliminary Construction Safety and Phasing Plan report bearing the engineer’s seal, and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. The CSPP report will be prepared in accordance with the guidelines in Chapter 2, “Construction Safety and Phasing Plans” and Chapter 3, “Guidelines for Writing a CSPP” of Advisory Circular (AC) 150/5370-2, “Operational Safety on Airports During Construction”. The CSPP document will also include the Phasing Plans prepared for the Project that are applicable to all phases of construction.
- c. Finalize design report and CSPP report with considerations of preliminary review comments from the Sponsor and MoDOT.

- d. Submit the final design report and CSPP report to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

3. Design Phase – Plans and Specifications

- a. 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 and the contract documents/technical specifications will delineate the improvements of the project.

The construction plans will delineate between the Base Bid and Add Alternates No. 1 and No. 2 scopes of work and will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details
- Typical Sections
- Summary of Quantities and Pay Item Notes
- Boring Log Plan
- Demolition Plan
- Taxilane Plans and Profiles
- Spot Elevations
- Drainage and Underdrain Plan
- Drainage and Underdrain Details
- Grading Plan
- Erosion Control Details
- PCCP Joint Plan
- PCCP Joint Details
- Pavement Rehabilitation Plan
- Pavement Rehabilitation Details
- Pavement Marking Plan
- Pavement Marking Details
- Cross Sections - Taxilane

2) Prepare Contract Documents/Technical Specifications.

3) Revise plan quantities and preliminary engineer's opinion of probable construction cost and project budget.

- 4) Submit Preliminary 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 be provided with electronic copies in PDF format with hard copies provided upon request.
 - 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- b. Submit a final sealed set of Construction Plans and Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

4. 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 a pre-bid meeting in Boonville, Missouri.
- 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. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications and DBE subcontractor's list provided by the apparent low bidder, prepare project budget, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in preparation of required Sponsor Certifications throughout the Project for submittal to MoDOT.
- b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.

- c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.
- d. Prepare and submit FAA Form 7460 for project limits identified in the CSPP report.

2. Field Survey – Engineering Design

- a. Perform field surveys as required. The survey area as depicted on the attached Exhibit A will consist of the following:

- 1) Coordinate access to the Project site with the Airport.
- 2) Establish survey baseline for improvement areas and set horizontal control points (CP #1 – CP #4) as shown on Exhibit A for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control. The Surveyor shall supply the Engineer with one (1) photo of each horizontal control point set on the project site by the Surveyor.
- 3) Establish vertical control at the site based upon USGS NAVD 88 datum within close proximity of the Project area if an existing benchmark is not already located there. The Surveyor shall supply the Engineer with one (1) photo of each vertical control point established on the project site by the Surveyor.
- 4) Obtain cross sections and topography within the survey limits. Each cross section will contain elevations at centerline of pavement, edges of pavement, ground adjacent to edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 25' apart as described below. Cross sections will also include location and elevation of existing utilities, structures, and other existing features and shall include:

(1) Spot elevations

- a) Earth – to nearest 0.10 ft. and pavement to the nearest 0.01 ft.
 - i. Elevations at 25' intervals longitudinally.
 - ii. Elevations at features, terraces, and grade changes maximum 25' transverse.

(2) Visual and Underground Utilities within the Survey Limits – water, gas, electric, telephone, etc.

- a) The Surveyor shall be responsible for coordinating utility location with Missouri One Call System (MOCS).

- b) Type, size, approximate depth, and location
- c) Fire hydrant locations
- d) Manholes, handholes, meter pits, catch basins, inlets
 - i. Size and location
 - ii. Top and invert elevations
- (3) Fence – type, height, gate size, corner and end posts, braces
- (4) Culverts – size, length, material, invert elevations
- (5) Airport Features – lights, guidance signs, retroreflective markers, ducts, handholes, junction boxes, underdrains, fuel pumps, etc.
- (6) Buildings – overall dimensions and height of structure at eave and peak locations

3. Geotechnical and Pavement Investigation

- a. Perform geotechnical investigation as required. The geotechnical investigation as depicted on the attached Exhibit B will consist of the following:
 - 1) Coordinate access to the project site with the Airport and the Engineer.
 - 2) Request and coordinate all utility location with Missouri One Call System (MOCS) prior to drilling operations.
 - 3) Perform a minimum of eleven (11) pavement borings (B-1 through B-11) at the locations shown on Exhibit B extended to a maximum depth of 10' below the existing ground surface or to auger refusal if encountered prior to reaching a depth of 10' to determine the existing soil classifications and conditions. The material from the test holes shall be visually classified and logged, and the hole shall be visually examined for free water.
 - 4) Perform geotechnical investigation and laboratory tests required for project design. As depicted on the attached Exhibit B, three (3) shallow pit soil samples (TP-1 through TP-3) shall be taken at the approximate locations shown. The sample shall be taken 1' to 2' below the existing ground surface. The shallow pit soil sample holes shall be filled back to the original ground surface with compacted soil.

- b. Perform laboratory testing of the individual shallow pit soil samples.
 - 1) Laboratory testing for the samples shall include liquid and plastic limits (Atterberg Limits), grain size analysis (hydrometer method), standard proctor compaction test (moisture-density relationship), remolded California Bearing Ratio (CBR) test, and classification of the sample in accordance with the Unified Soil Classification System (USCS).
 - 2) If dry cohesive subgrade soils are encountered on site, a laboratory swell test on representative samples of the near surface soils may be conducted to aid in the evaluation of their shrink/swell potential.
- c. Prepare a site specific written geotechnical report.
 - 1) Provide a discussion of the field and laboratory procedures and results, observations related to materials encountered during the drilling, results of laboratory tests, boring logs, and subgrade preparation recommendations.
 - 2) If subgrade treatment or modification is required for the proposed taxilane construction, recommendations related to subgrade preparation and modification (both chemical and mechanical) shall be presented in the report.

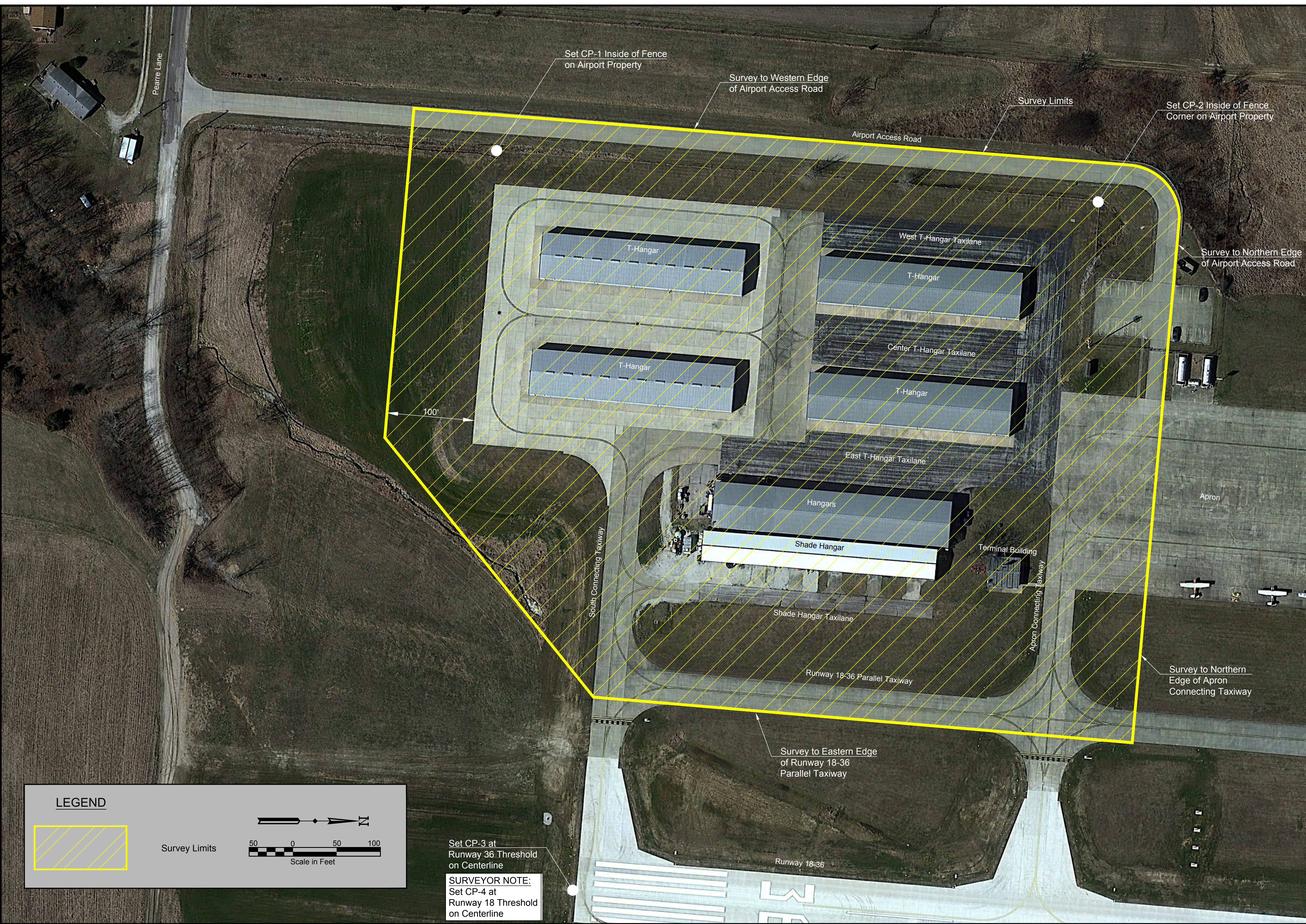
4. Land Disturbance Permit / SWPPP

- a. Prepare Missouri Department of Natural Resources (MoDNR) general permit applications Form E and Form G for construction and land disturbance activity greater than 1 acre. Applications will be provided to the Sponsor for submittal to MoDNR.
- b. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities; comply with the Missouri Water Quality Standards; and ensure compliance with the terms and conditions of the general permit.
- c. Conduct research and prepare sample environmental clearance letter for submittal to the Sponsor and MoDOT.

C. CONSTRUCTION SERVICES

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

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Last Saved By: wright 2023/04/11
Plot Style: ae.ctb
Page 60 of 141



This document is preliminary in nature and is not a final signed and sealed document.

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

CITY OF BOONVILLE, MISSOURI

JESSE VIERTEL MEMORIAL AIRPORT (VER)

BOONVILLE, MISSOURI

PROJECT NO.	TO01 18627		
DRAWN BY	IJW	DATE	04/11/2023
CHECKED BY	MJJ	DATE	04/11/2023
DESIGNED BY	IJW	DATE	04/11/2023
REVISIONS		DATE	

EXHIBIT A

SURVEY LIMITS

1

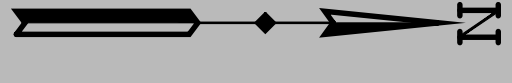
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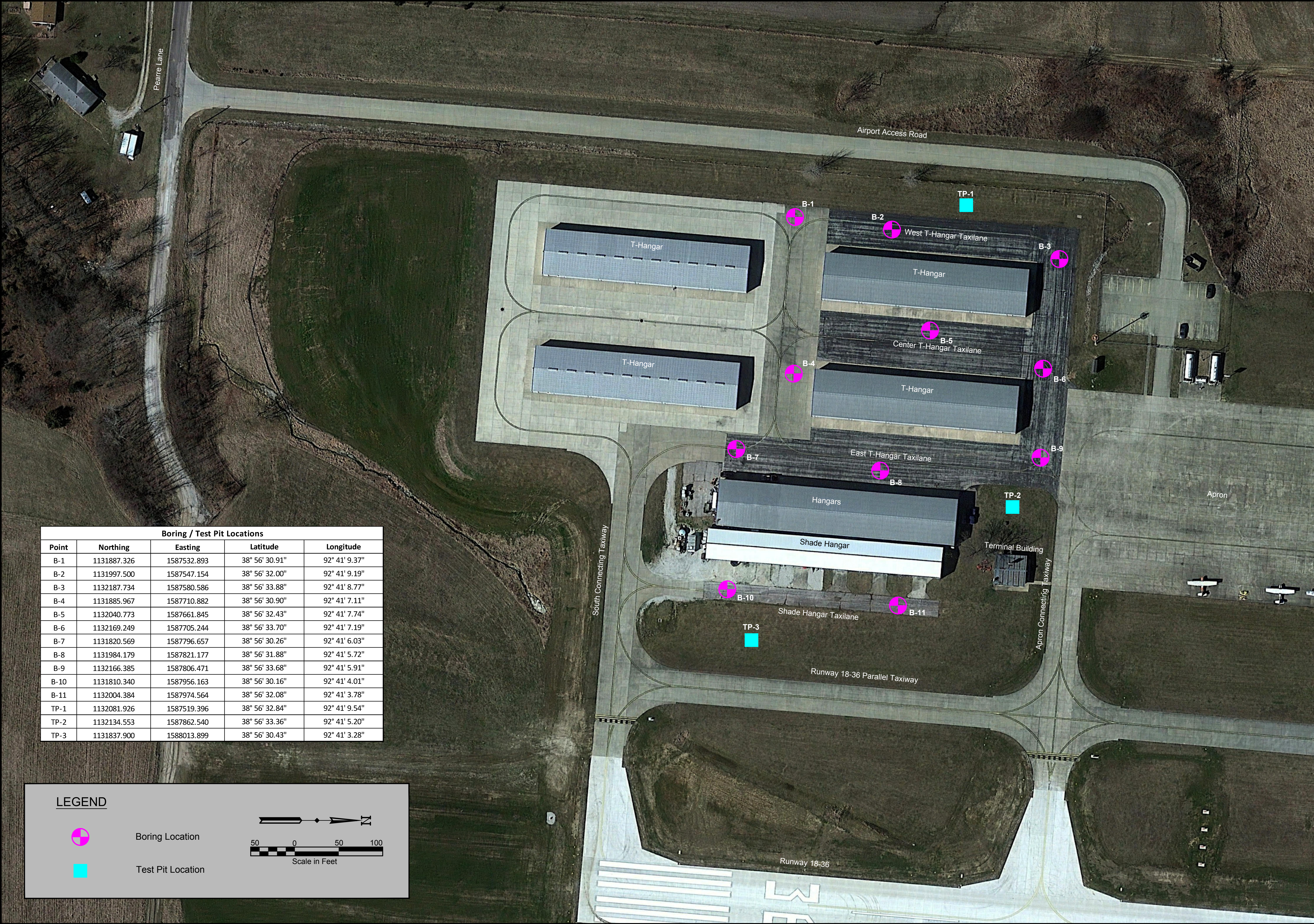
Boring / Test Pit Locations				
Point	Northing	Easting	Latitude	Longitude
B-1	1131887.326	1587532.893	38° 56' 30.91"	92° 41' 9.37"
B-2	1131997.500	1587547.154	38° 56' 32.00"	92° 41' 9.19"
B-3	1132187.734	1587580.586	38° 56' 33.88"	92° 41' 8.77"
B-4	1131885.967	1587710.882	38° 56' 30.90"	92° 41' 7.11"
B-5	1132040.773	1587661.845	38° 56' 32.43"	92° 41' 7.74"
B-6	1132169.249	1587705.244	38° 56' 33.70"	92° 41' 7.19"
B-7	1131820.569	1587796.657	38° 56' 30.26"	92° 41' 6.03"
B-8	1131984.179	1587821.177	38° 56' 31.88"	92° 41' 5.72"
B-9	1132166.385	1587806.471	38° 56' 33.68"	92° 41' 5.91"
B-10	1131810.340	1587956.163	38° 56' 30.16"	92° 41' 4.01"
B-11	1132004.384	1587974.564	38° 56' 32.08"	92° 41' 3.78"
TP-1	1132081.926	1587519.396	38° 56' 32.84"	92° 41' 9.54"
TP-2	1132134.553	1587862.540	38° 56' 33.36"	92° 41' 5.20"
TP-3	1131837.900	1588013.899	38° 56' 30.43"	92° 41' 3.28"

LEGEND

 Boring Location

 Test Pit Location


50 0 50 100
Scale in Feet



This document is preliminary in nature and is not a final signed and sealed document.

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

CITY OF BOONVILLE, MISSOURI

JESSE VIERTEL MEMORIAL AIRPORT (VER)
BOONVILLE, MISSOURI

PROJECT NO. TO01 18627

DRAWN BY IJW DATE 04/11/2023

CHECKED BY MJJ DATE 04/11/2023

DESIGNED BY IJW DATE 04/11/2023

REVISIONS DATE

EXHIBIT B
GEOTECHNICAL
INVESTIGATION

1

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

Updated April 18, 2019

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

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

Airport: Jesse Viertel Memorial (VER)

MoDOT Project No.: 23-039A-1

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN

Airport: Jesse Viertel Memorial (VER)

MoDOT Project No.: 23-039A-1

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

Airport: Jesse Viertel Memorial (VER)

MoDOT Project No.: 23-039A-1

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 Air Missions (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 V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

DERIVATION OF CONSULTANT PROJECT COSTS

BASE BID

RECONSTRUCT NORTH T-HANGAR TAXILANES

ADD ALTERNATE NO. 1

REHABILITATE SHADE HANGAR TAXILANE

ADD ALTERNATE NO. 2

REHABILITATE SOUTH T-HANGAR TAXILANES AND SOUTH CONNECTING TAXIWAY

MODOT PROJECT NO. 23-039A-1

JESSE VIERTEL MEMORIAL AIRPORT (VER)

BOONVILLE, MISSOURI

BASIC AND SPECIAL SERVICES

May 16, 2023

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	10	\$65.00	\$ 650.00
Project Manager	47	\$60.00	\$ 2,820.00
Design Engineer II	246	\$50.00	\$ 12,300.00
Design Engineer I	245	\$40.00	\$ 9,800.00
Environmental Scientist	20	\$40.00	\$ 800.00
Technician	237	\$30.00	\$ 7,110.00
Administrative Asst.	365	\$25.00	\$ 9,125.00
Total Direct Salary Costs			= \$ 42,605.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 158.99% = \$ 67,737.69

3. SUBTOTAL:

Items 1 and 2 = \$ 110,342.69

4. PROFIT:

15% of Item 3 Subtotal = \$ 16,551.40

Subtotal of Items 3 and 4 \$ 126,894.09

5. OUT-OF-POCKET EXPENSES:

a. Mileage 1,000 miles @ \$0.655/mile = \$ 655.00
b. Meals 4 @ \$59.00/day = \$ 236.00
c. Motel 0 days @ \$98.00/day = \$ -
d. Mailing & Misc. Expenses = \$ 194.91

Total Out-of-Pocket Expenses = \$ 1,085.91

6. SUBCONTRACT COST:

a. TREKK Design Services, LLC (Topo. Survey) \$ 17,520.00
b. Geotechnology, LLC (Geotech. & Pavement Investigation) \$ 18,000.00

7. TOTAL FEE:

Items 4, 5 and 6 \$ 163,500.00

**EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

**BASE BID
RECONSTRUCT NORTH T-HANGAR TAXILANES**

**ADD ALTERNATE NO. 1
REHABILITATE SHADE HANGAR TAXILANE**

**ADD ALTERNATE NO. 2
REHABILITATE SOUTH T-HANGAR TAXILANES AND SOUTH CONNECTING TAXIWAY**

**JESSE VIERTEL MEMORIAL AIRPORT (VER)
BOONVILLE, MISSOURI**

May 16, 2023

Classification:		Principal	Project Manager	Design Engineer II	Design Engineer I	Environ. Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:		\$193.60	\$178.70	\$148.92	\$119.14	\$119.14	\$89.35	\$74.46	
<u>A. BASIC SERVICES</u>									
1. Preliminary Phase:		1	9	23	16	0	8	29	(1,2)
Labor Subtotal =	\$ 10,007.37	\$193.60	\$1,608.33	\$3,425.14	\$1,906.17	\$0.00	\$714.81	\$2,159.33	
Expense Subtotal =	\$ 242.63								\$ 242.63
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 10,250.00								
2. Design Phase - Engineer's Design Report and CSPP Report:		4	0	53	72	0	29	91	(2)
Labor Subtotal =	\$ 26,611.87	\$774.38	\$0.00	\$7,892.72	\$8,577.75	\$0.00	\$2,591.19	\$6,775.83	
Expense Subtotal =	\$ 38.13								\$ 38.13
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 26,650.00								
3. Design Phase - Plans and Specs:		5	3	135	122	0	182	149	(2)
Labor Subtotal =	\$ 63,499.17	\$967.98	\$536.11	\$20,104.10	\$14,534.52	\$0.00	\$16,261.98	\$11,094.48	
Expense Subtotal =	\$ 0.83								\$ 0.83
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 63,500.00								
4. Bidding Phase:		0	23	8	19	0	6	22	(1,2)
Labor Subtotal =	\$ 9,739.32	\$0.00	\$4,110.17	\$1,191.35	\$2,263.57	\$0.00	\$536.11	\$1,638.11	
Expense Subtotal =	\$ 460.68								\$ 460.68
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 10,200.00								
PART A SUBTOTAL =	\$ 110,600.00								

Exhibit V-1

Classification:		Principal	Project	Design	Design	Environ.	Technician	Admin.	Other
Hourly Rate:		\$193.60	Manager	Engineer II	Engineer I	Scientist		Assistant	Costs
			\$178.70	\$148.92	\$119.14	\$119.14	\$89.35	\$74.46	
B. SPECIAL SERVICES									
1. Administrative Assistance:		0	10	10	5	0	4	53	(2)
Labor Subtotal =		\$ 8,175.67							
Expense Subtotal =		\$ 24.33							\$ 24.33
Subconsultant Subtotal =		\$ -							\$ -
Total Fee =		\$ 8,200.00							
2. Field Survey - Engineering Design:		0	0	2	1	0	6	0	(2,3)
Labor Subtotal =		\$ 953.08							
Expense Subtotal =		\$ 26.92							\$ 26.92
Subconsultant Subtotal =		\$ 17,520.00							\$ 17,520.00
Total Fee =		\$ 18,500.00							
3. Geotech. and Pavement Investigation:		0	0	11	2	0	2	10	(1,2,3)
Labor Subtotal =		\$ 2,799.68							
Expense Subtotal =		\$ 280.32							\$ 280.32
Subconsultant Subtotal =		\$ 18,000.00							\$ 18,000.00
Total Fee =		\$ 21,080.00							
4. Land Disturbance Permit / SWPPP:		0	2	4	8	20	0	11	(2)
Labor Subtotal =		\$ 5,107.93							
Expense Subtotal =		\$ 12.07							\$ 12.07
Subconsultant Subtotal =		\$ -							\$ -
Total Fee =		\$ 5,120.00							
PART B SUBTOTAL =		\$ 52,900.00							
GRAND TOTAL =		\$ 163,500.00							

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

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:

A. BASIC SERVICES

- | | |
|--|--|
| 1. Preliminary Phase | As Required |
| 2. Design Phase – Engineer’s Design Report & CSPP Report | |
| a.-b. Submittal of Preliminary Reports | (60) calendar days after completion of Item B.3. |
| d. Submittal of Final Design Report & CSPP Report | (45) calendar days after receipt of review comments for Item A.3.a. |
| 3. Design Phase – Plans & Specifications | |
| a. Submittal of Preliminary Plans and Contract Documents/Specifications for review | (60) calendar days after receipt of review comments for Item A.2.a. |
| b. Submittal of Plans and Contract Documents/Specifications for bidding | (45) calendar days after receipt of review comments for Item A.3.a. |
| 4. Bidding Phase | As Required |

B. SPECIAL SERVICES

- | | |
|--|--|
| 1. Administrative Assistance | As Required |
| 2. Field Survey – Engineering Design | (45) calendar days after receipt of NTP |
| 3. Geotechnical and Pavement Investigation | (60) calendar days after receipt of NTP |
| 4. Land Disturbance Permit / SWPPP | As Required |

C. CONSTRUCTION SERVICES

May be Added by Supplemental Agreement

BILL NO. 2023-022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT WITH H.W. LOCHNER INCORPORATED TO PROVIDE AIRPORT ENGINEERING SERVICES

WHEREAS, the City of Boonville determined that H.W. Lochner Engineering, Inc. should be the City's Airport Engineering Consultant in 2021; and

WHEREAS, the City of Boonville's past experience with H.W. Lochner Incorporated has been good; and

WHEREAS, the City of Boonville has received approval to proceed with the Design of Reconstruction and Rehabilitation of Hanger Taxilanes at Jesse Viertel Memorial Airport.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri hereby authorizes and approves the City Administrator to execute on its behalf the agreement with H.W. Lochner Incorporated attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing the agreement is effective immediately, and the attached and executed agreement shall take effect and be in full force from and after both parties have signed it.

FIRST READING: June 5, 2023

READ FOR THE SECOND TIME AND PASSED THIS 19th DAY OF JUNE, 2023 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 19th DAY OF JUNE, 2023

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

Airport: Jesse Viertel Memorial (VER)
 MoDOT Project No.: 23-039A-1

Airport Name:	Jesse Viertel Memorial (VER)
Project No.:	23-039A-1
County:	Cooper

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

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Boonville, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Jesse Viertel 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 Jesse Viertel 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 3.00% 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 3.00% 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)
TREKK Design Group, LLC 2313 C. Industrial Dr. Columbia, MO 65202	Survey	\$17,520.00	100%	\$17,520.00	10.72%
TOTAL DBE PARTICIPATION				\$17,520.00	10.72%

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

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

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Geotechnology, LLC	5055 Antioch Road, Overland Park, KS 66203	Geotechnical and Pavement Invest.	\$18,000.00

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

representative of MoDOT or the federal government), and copies thereof shall be furnished.

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

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

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

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

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

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$163,500.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

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

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

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

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

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

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the

progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

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

(10) PERIOD OF SERVICE:

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

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

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

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design

or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

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

(A) Termination for Convenience:

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

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

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

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

(B) Termination for Default:

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

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

3. Termination by the Sponsor:

- a. The Sponsor may terminate this Agreement, in whole

or in part, for the failure of the Consultant to:

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

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

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

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

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

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

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

4. Termination by Consultant:

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

i. Defaults on its obligations under this Agreement;

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

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the

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

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by

reference.

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD Civil3D 2020 (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.

(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 Cooper County, Missouri. The parties agree that this Agreement is entered into at Boonville, Missouri and substantial elements of its performance will take place or be delivered at Boonville, Missouri, by reason of which the Consultant consents to venue of any action against it in Cooper 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	Kate Fjell, City Administrator
SPONSOR'S NAME	City of Boonville, Missouri

SPONSOR'S ADDRESS	City Hall 401 Main Street Boonville, MO 65233		
PHONE	660-882-2332	FAX	660-882-6608
E-MAIL ADDRESS	kate.fjell@boonville-mo.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	Matthew Jacobs, Project Manager		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	16105 W. 113 th Street Suite 107 Lenexa, KS 66219		
PHONE	816-945-5840	FAX	816-945-5841
E-MAIL ADDRESS	mjacobs@hwlochner.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

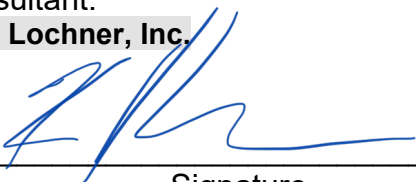
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 20th day of May, 2023.

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

Consultant:
H.W. Lochner, Inc.

Sponsor:
City of Boonville, Missouri

By: 
Signature

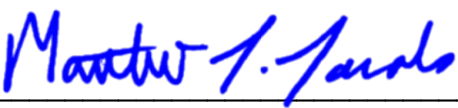
By: _____
Signature

Title: Vice President, Aviation

Title: 

ATTEST:

ATTEST:

By: 
Signature

By: _____
Signature

Title: Project Manager

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

BASE BID

Reconstruct North T-Hangar Taxilanes

ADD ALTERNATE NO. 1

Reconstruct Shade Hangar Taxilane

ADD ALTERNATE NO. 2

Rehabilitate South T-Hangar Taxilanes and South Connecting Taxiway

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:

The Consultant will perform a topographical survey and geotechnical and pavement investigation required for project design and produce an engineering design report, construction safety and phasing plan report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the advertisement for obtaining construction bids, preparation of any addenda during the bidding process, conduct the prebid meeting, receipt of bids, and award of the construction contract. The services required for construction administration, observation, and materials testing may be added to this Agreement by Supplement upon completion of the Design Phase Services. 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 (ACs), 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.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordinate with Sponsor and MoDOT to establish scope, schedule, and budget and conduct predesign teleconference.
- b. Coordinate with subconsultants for topographical survey and geotechnical and pavement investigation scopes.
- c. Develop preliminary engineer's opinion of probable construction cost and project budget.
- d. Assist the Sponsor in preparation of Project Grant Application for funding for submittal to MoDOT.

2. Design Phase – Engineer’s Design Report & CSPP Report

- a. Prepare preliminary design report (bound) and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. As a minimum, the design report will include:
 - Description of work (including AIP participation limits).
 - Listing of applicable design standards and Advisory Circulars.
 - Design considerations for Airport Operational Safety.
 - Existing site conditions including photographs.
 - Geotechnical investigation and laboratory test results.
 - Pavement design calculations and proposed typical sections.
 - Analysis of alternatives and recommendations.
 - Summary of the design computations.
 - Life cycle cost analysis and recommendations.
 - Pavement rehabilitation recommendations.
 - Surface and subsurface drainage analysis/calculations.
 - Pavement marking analysis.
 - Seeding/topsoiling considerations.
 - 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.
 - Miscellaneous work items.
 - Summary of recommendations.
 - Predesign meeting minutes.
- b. Prepare preliminary Construction Safety and Phasing Plan report bearing the engineer’s seal, and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. The CSPP report will be prepared in accordance with the guidelines in Chapter 2, “Construction Safety and Phasing Plans” and Chapter 3, “Guidelines for Writing a CSPP” of Advisory Circular (AC) 150/5370-2, “Operational Safety on Airports During Construction”. The CSPP document will also include the Phasing Plans prepared for the Project that are applicable to all phases of construction.
- c. Finalize design report and CSPP report with considerations of preliminary review comments from the Sponsor and MoDOT.

- d. Submit the final design report and CSPP report to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

3. Design Phase – Plans and Specifications

- a. 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 and the contract documents/technical specifications will delineate the improvements of the project.

The construction plans will delineate between the Base Bid and Add Alternates No. 1 and No. 2 scopes of work and will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details
- Typical Sections
- Summary of Quantities and Pay Item Notes
- Boring Log Plan
- Demolition Plan
- Taxilane Plans and Profiles
- Spot Elevations
- Drainage and Underdrain Plan
- Drainage and Underdrain Details
- Grading Plan
- Erosion Control Details
- PCCP Joint Plan
- PCCP Joint Details
- Pavement Rehabilitation Plan
- Pavement Rehabilitation Details
- Pavement Marking Plan
- Pavement Marking Details
- Cross Sections - Taxilane

2) Prepare Contract Documents/Technical Specifications.

3) Revise plan quantities and preliminary engineer's opinion of probable construction cost and project budget.

- 4) Submit Preliminary 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 be provided with electronic copies in PDF format with hard copies provided upon request.
 - 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- b. Submit a final sealed set of Construction Plans and Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

4. 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 a pre-bid meeting in Boonville, Missouri.
- 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. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications and DBE subcontractor's list provided by the apparent low bidder, prepare project budget, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in preparation of required Sponsor Certifications throughout the Project for submittal to MoDOT.
- b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.

- c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.
- d. Prepare and submit FAA Form 7460 for project limits identified in the CSPP report.

2. Field Survey – Engineering Design

- a. Perform field surveys as required. The survey area as depicted on the attached Exhibit A will consist of the following:

- 1) Coordinate access to the Project site with the Airport.
- 2) Establish survey baseline for improvement areas and set horizontal control points (CP #1 – CP #4) as shown on Exhibit A for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control. The Surveyor shall supply the Engineer with one (1) photo of each horizontal control point set on the project site by the Surveyor.
- 3) Establish vertical control at the site based upon USGS NAVD 88 datum within close proximity of the Project area if an existing benchmark is not already located there. The Surveyor shall supply the Engineer with one (1) photo of each vertical control point established on the project site by the Surveyor.
- 4) Obtain cross sections and topography within the survey limits. Each cross section will contain elevations at centerline of pavement, edges of pavement, ground adjacent to edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 25' apart as described below. Cross sections will also include location and elevation of existing utilities, structures, and other existing features and shall include:

(1) Spot elevations

- a) Earth – to nearest 0.10 ft. and pavement to the nearest 0.01 ft.
 - i. Elevations at 25' intervals longitudinally.
 - ii. Elevations at features, terraces, and grade changes maximum 25' transverse.

(2) Visual and Underground Utilities within the Survey Limits – water, gas, electric, telephone, etc.

- a) The Surveyor shall be responsible for coordinating utility location with Missouri One Call System (MOCS).

- b) Type, size, approximate depth, and location
- c) Fire hydrant locations
- d) Manholes, handholes, meter pits, catch basins, inlets
 - i. Size and location
 - ii. Top and invert elevations
- (3) Fence – type, height, gate size, corner and end posts, braces
- (4) Culverts – size, length, material, invert elevations
- (5) Airport Features – lights, guidance signs, retroreflective markers, ducts, handholes, junction boxes, underdrains, fuel pumps, etc.
- (6) Buildings – overall dimensions and height of structure at eave and peak locations

3. Geotechnical and Pavement Investigation

- a. Perform geotechnical investigation as required. The geotechnical investigation as depicted on the attached Exhibit B will consist of the following:
 - 1) Coordinate access to the project site with the Airport and the Engineer.
 - 2) Request and coordinate all utility location with Missouri One Call System (MOCS) prior to drilling operations.
 - 3) Perform a minimum of eleven (11) pavement borings (B-1 through B-11) at the locations shown on Exhibit B extended to a maximum depth of 10' below the existing ground surface or to auger refusal if encountered prior to reaching a depth of 10' to determine the existing soil classifications and conditions. The material from the test holes shall be visually classified and logged, and the hole shall be visually examined for free water.
 - 4) Perform geotechnical investigation and laboratory tests required for project design. As depicted on the attached Exhibit B, three (3) shallow pit soil samples (TP-1 through TP-3) shall be taken at the approximate locations shown. The sample shall be taken 1' to 2' below the existing ground surface. The shallow pit soil sample holes shall be filled back to the original ground surface with compacted soil.

- b. Perform laboratory testing of the individual shallow pit soil samples.
 - 1) Laboratory testing for the samples shall include liquid and plastic limits (Atterberg Limits), grain size analysis (hydrometer method), standard proctor compaction test (moisture-density relationship), remolded California Bearing Ratio (CBR) test, and classification of the sample in accordance with the Unified Soil Classification System (USCS).
 - 2) If dry cohesive subgrade soils are encountered on site, a laboratory swell test on representative samples of the near surface soils may be conducted to aid in the evaluation of their shrink/swell potential.
- c. Prepare a site specific written geotechnical report.
 - 1) Provide a discussion of the field and laboratory procedures and results, observations related to materials encountered during the drilling, results of laboratory tests, boring logs, and subgrade preparation recommendations.
 - 2) If subgrade treatment or modification is required for the proposed taxilane construction, recommendations related to subgrade preparation and modification (both chemical and mechanical) shall be presented in the report.

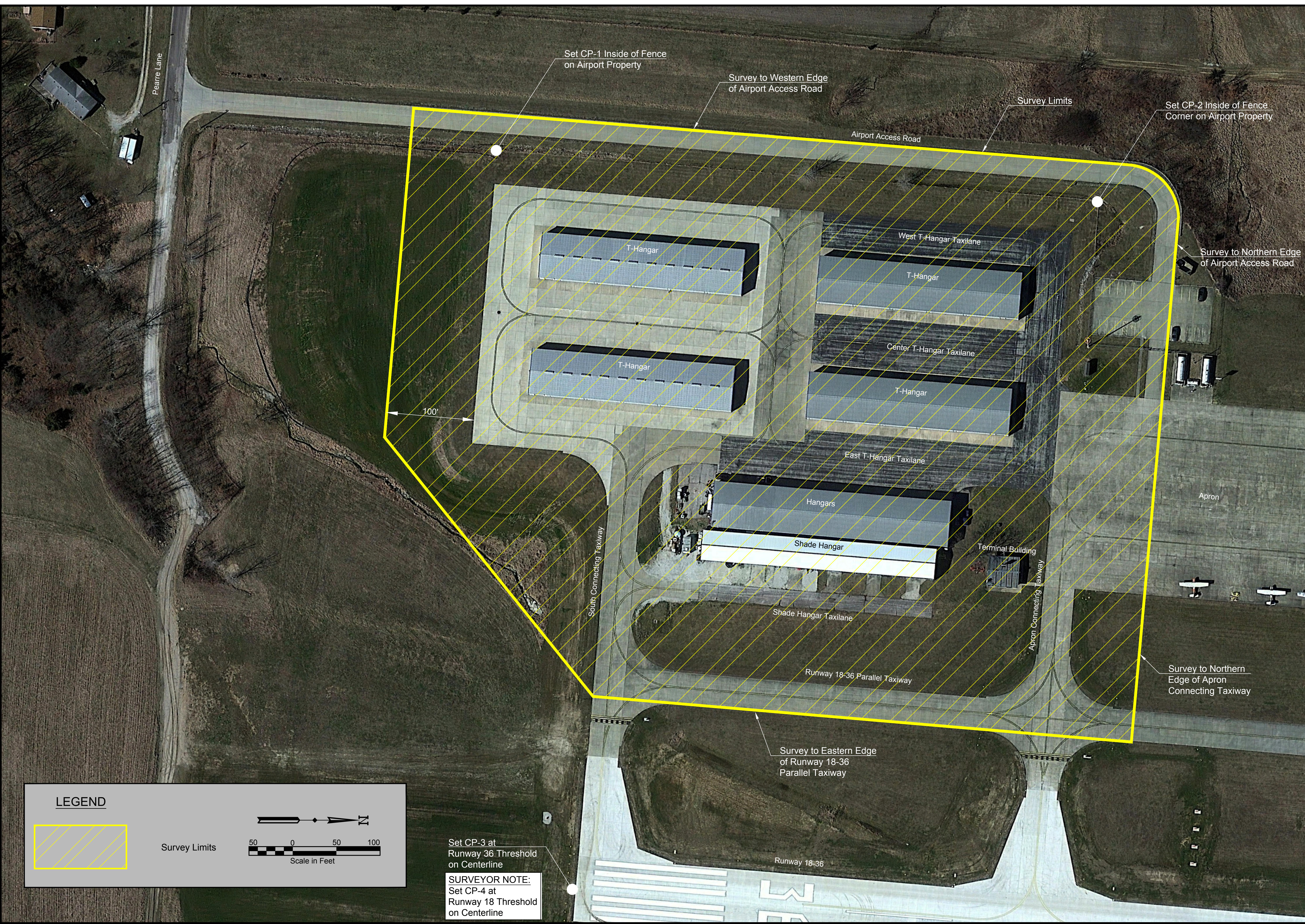
4. Land Disturbance Permit / SWPPP

- a. Prepare Missouri Department of Natural Resources (MoDNR) general permit applications Form E and Form G for construction and land disturbance activity greater than 1 acre. Applications will be provided to the Sponsor for submittal to MoDNR.
- b. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities; comply with the Missouri Water Quality Standards; and ensure compliance with the terms and conditions of the general permit.
- c. Conduct research and prepare sample environmental clearance letter for submittal to the Sponsor and MoDOT.

C. CONSTRUCTION SERVICES

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

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Last Saved By: wright 2023/04/11
Plot Style: ae.ctb



LEGEND

Survey Limits

Scale in Feet

50 0 50 100

Set CP-3 at Runway 36 Threshold on Centerline
Set CP-4 at Runway 18 Threshold on Centerline

SURVEYOR NOTE:
Set CP-3 at Runway 36 Threshold on Centerline
Set CP-4 at Runway 18 Threshold on Centerline

This document is preliminary in nature and is not a final signed and sealed document.

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

CITY OF BOONVILLE, MISSOURI

JESSE VIERTEL MEMORIAL AIRPORT (VER)

BOONVILLE, MISSOURI

PROJECT NO.	TO01 18627
DRAWN BY	IJW
CHECKED BY	MJJ
DESIGNED BY	IJW
REVISIONS	

EXHIBIT A
SURVEY LIMITS

1

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Drawing Name: C:\Users\wright\OneDrive - hwlochner.com\Desktop\Boonville\Boonville Subconsultant Exhibits.dwg Apr 12, 2023 - 6:52am
Last Saved By: wright 2023/04/11
Plot Style: ae.ctb

Boring / Test Pit Locations				
Point	Northing	Easting	Latitude	Longitude
B-1	1131887.326	1587532.893	38° 56' 30.91"	92° 41' 9.37"
B-2	1131997.500	1587547.154	38° 56' 32.00"	92° 41' 9.19"
B-3	1132187.734	1587580.586	38° 56' 33.88"	92° 41' 8.77"
B-4	1131885.967	1587710.882	38° 56' 30.90"	92° 41' 7.11"
B-5	1132040.773	1587661.845	38° 56' 32.43"	92° 41' 7.74"
B-6	1132169.249	1587705.244	38° 56' 33.70"	92° 41' 7.19"
B-7	1131820.569	1587796.657	38° 56' 30.26"	92° 41' 6.03"
B-8	1131984.179	1587821.177	38° 56' 31.88"	92° 41' 5.72"
B-9	1132166.385	1587806.471	38° 56' 33.68"	92° 41' 5.91"
B-10	1131810.340	1587956.163	38° 56' 30.16"	92° 41' 4.01"
B-11	1132004.384	1587974.564	38° 56' 32.08"	92° 41' 3.78"
TP-1	1132081.926	1587519.396	38° 56' 32.84"	92° 41' 9.54"
TP-2	1132134.553	1587862.540	38° 56' 33.36"	92° 41' 5.20"
TP-3	1131837.900	1588013.899	38° 56' 30.43"	92° 41' 3.28"

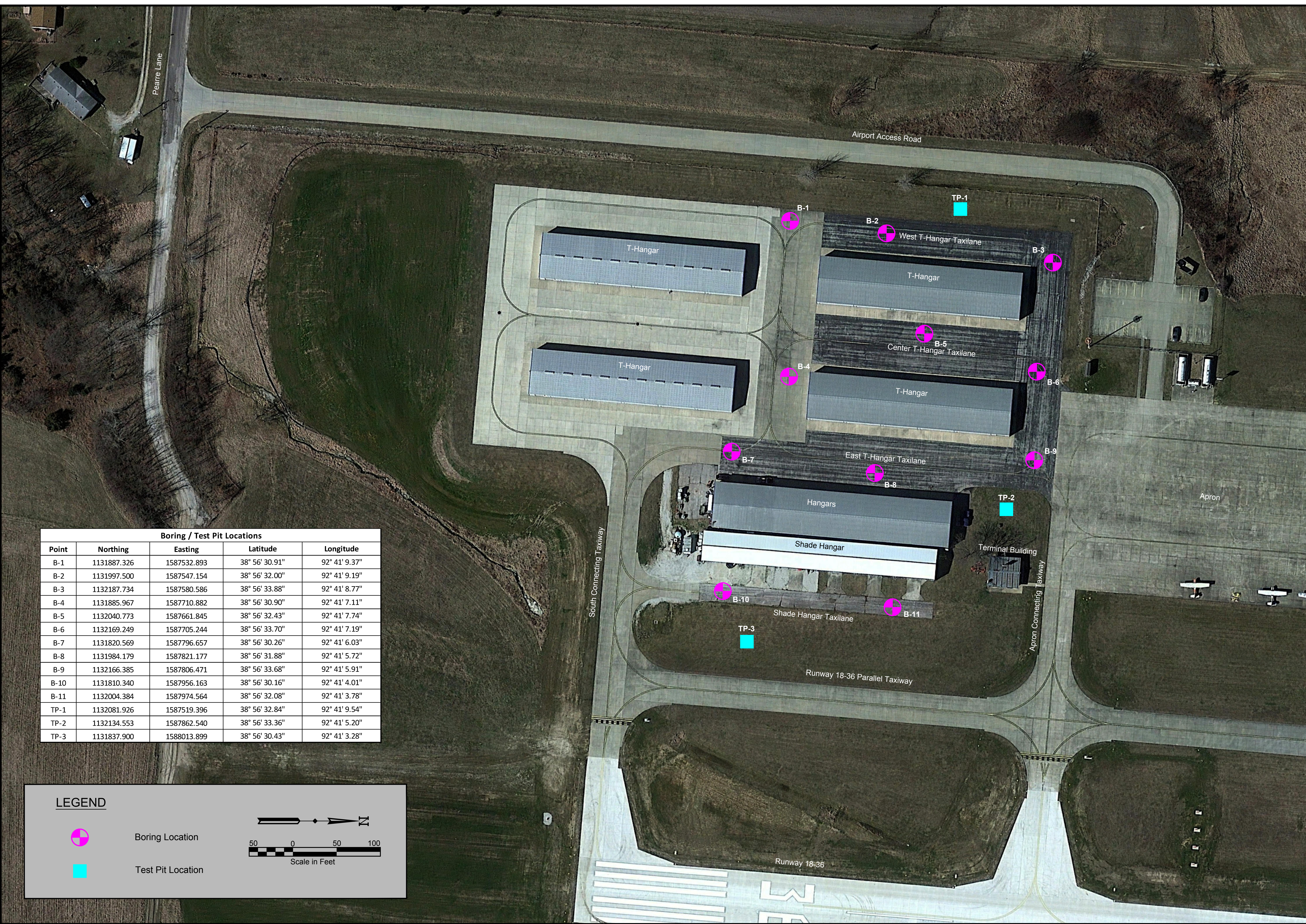
LEGEND

 Boring Location

 Test Pit Location



Scale in Feet



This document is preliminary in nature and is not a final signed and sealed document.

LOCHNER

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CITY OF BOONVILLE, MISSOURI

JESSE VIERTEL MEMORIAL AIRPORT (VER)
BOONVILLE, MISSOURI

PROJECT NO. TO01 18627

DRAWN BY IJW DATE 04/11/2023

CHECKED BY MJJ DATE 04/11/2023

DESIGNED BY IJW DATE 04/11/2023

REVISIONS DATE

EXHIBIT B
GEOTECHNICAL
INVESTIGATION

1

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

Updated April 18, 2019

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

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

Airport: Jesse Viertel Memorial (VER)

MoDOT Project No.: 23-039A-1

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN

Airport: Jesse Viertel Memorial (VER)

MoDOT Project No.: 23-039A-1

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

Airport: Jesse Viertel Memorial (VER)

MoDOT Project No.: 23-039A-1

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 Air Missions (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 V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

DERIVATION OF CONSULTANT PROJECT COSTS

BASE BID

RECONSTRUCT NORTH T-HANGAR TAXILANES

ADD ALTERNATE NO. 1

REHABILITATE SHADE HANGAR TAXILANE

ADD ALTERNATE NO. 2

REHABILITATE SOUTH T-HANGAR TAXILANES AND SOUTH CONNECTING TAXIWAY

MODOT PROJECT NO. 23-039A-1

JESSE VIERTEL MEMORIAL AIRPORT (VER)

BOONVILLE, MISSOURI

BASIC AND SPECIAL SERVICES

May 16, 2023

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	10	\$65.00	\$ 650.00
Project Manager	47	\$60.00	\$ 2,820.00
Design Engineer II	246	\$50.00	\$ 12,300.00
Design Engineer I	245	\$40.00	\$ 9,800.00
Environmental Scientist	20	\$40.00	\$ 800.00
Technician	237	\$30.00	\$ 7,110.00
Administrative Asst.	365	\$25.00	\$ 9,125.00
Total Direct Salary Costs			= \$ 42,605.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 158.99% = \$ 67,737.69

3. SUBTOTAL:

Items 1 and 2 = \$ 110,342.69

4. PROFIT:

15% of Item 3 Subtotal = \$ 16,551.40

Subtotal of Items 3 and 4 \$ 126,894.09

5. OUT-OF-POCKET EXPENSES:

a. Mileage	1,000 miles @ \$0.655/mile	= \$ 655.00
b. Meals	4 @ \$59.00/day	= \$ 236.00
c. Motel	0 days @ \$98.00/day	= \$ -
d. Mailing & Misc. Expenses		= \$ 194.91

Total Out-of-Pocket Expenses = \$ 1,085.91

6. SUBCONTRACT COST:

a. TREKK Design Services, LLC (Topo. Survey)	\$ 17,520.00
b. Geotechnology, LLC (Geotech. & Pavement Investigation)	\$ 18,000.00

7. TOTAL FEE:

Items 4, 5 and 6 \$ 163,500.00

**EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

**BASE BID
RECONSTRUCT NORTH T-HANGAR TAXILANES**

**ADD ALTERNATE NO. 1
REHABILITATE SHADE HANGAR TAXILANE**

**ADD ALTERNATE NO. 2
REHABILITATE SOUTH T-HANGAR TAXILANES AND SOUTH CONNECTING TAXIWAY**

**JESSE VIERTEL MEMORIAL AIRPORT (VER)
BOONVILLE, MISSOURI**

May 16, 2023

Classification:		Principal	Project Manager	Design Engineer II	Design Engineer I	Environ. Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:		\$193.60	\$178.70	\$148.92	\$119.14	\$119.14	\$89.35	\$74.46	
<u>A. BASIC SERVICES</u>									
1. Preliminary Phase:		1	9	23	16	0	8	29	(1,2)
Labor Subtotal =	\$ 10,007.37	\$193.60	\$1,608.33	\$3,425.14	\$1,906.17	\$0.00	\$714.81	\$2,159.33	
Expense Subtotal =	\$ 242.63								\$ 242.63
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 10,250.00								
2. Design Phase - Engineer's Design Report and CSPP Report:		4	0	53	72	0	29	91	(2)
Labor Subtotal =	\$ 26,611.87	\$774.38	\$0.00	\$7,892.72	\$8,577.75	\$0.00	\$2,591.19	\$6,775.83	
Expense Subtotal =	\$ 38.13								\$ 38.13
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 26,650.00								
3. Design Phase - Plans and Specs:		5	3	135	122	0	182	149	(2)
Labor Subtotal =	\$ 63,499.17	\$967.98	\$536.11	\$20,104.10	\$14,534.52	\$0.00	\$16,261.98	\$11,094.48	
Expense Subtotal =	\$ 0.83								\$ 0.83
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 63,500.00								
4. Bidding Phase:		0	23	8	19	0	6	22	(1,2)
Labor Subtotal =	\$ 9,739.32	\$0.00	\$4,110.17	\$1,191.35	\$2,263.57	\$0.00	\$536.11	\$1,638.11	
Expense Subtotal =	\$ 460.68								\$ 460.68
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 10,200.00								
PART A SUBTOTAL =	\$ 110,600.00								

Exhibit V-1

Classification:		Principal	Project	Design	Design	Environ.	Technician	Admin.	Other
Hourly Rate:		\$193.60	Manager	Engineer II	Engineer I	Scientist		Assistant	Costs
			\$178.70	\$148.92	\$119.14	\$119.14	\$89.35	\$74.46	
B. SPECIAL SERVICES									
1. Administrative Assistance:		0	10	10	5	0	4	53	(2)
Labor Subtotal =		\$ 8,175.67							
Expense Subtotal =		\$ 24.33							\$ 24.33
Subconsultant Subtotal =		\$ -							\$ -
Total Fee =		\$ 8,200.00							
2. Field Survey - Engineering Design:		0	0	2	1	0	6	0	(2,3)
Labor Subtotal =		\$ 953.08							
Expense Subtotal =		\$ 26.92							\$ 26.92
Subconsultant Subtotal =		\$ 17,520.00							\$ 17,520.00
Total Fee =		\$ 18,500.00							
3. Geotech. and Pavement Investigation:		0	0	11	2	0	2	10	(1,2,3)
Labor Subtotal =		\$ 2,799.68							
Expense Subtotal =		\$ 280.32							\$ 280.32
Subconsultant Subtotal =		\$ 18,000.00							\$ 18,000.00
Total Fee =		\$ 21,080.00							
4. Land Disturbance Permit / SWPPP:		0	2	4	8	20	0	11	(2)
Labor Subtotal =		\$ 5,107.93							
Expense Subtotal =		\$ 12.07							\$ 12.07
Subconsultant Subtotal =		\$ -							\$ -
Total Fee =		\$ 5,120.00							
PART B SUBTOTAL =		\$ 52,900.00							
GRAND TOTAL =		\$ 163,500.00							

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

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:

A. BASIC SERVICES

- | | |
|--|--|
| 1. Preliminary Phase | As Required |
| 2. Design Phase – Engineer’s Design Report & CSPP Report | |
| a.-b. Submittal of Preliminary Reports | (60) calendar days after completion of Item B.3. |
| d. Submittal of Final Design Report & CSPP Report | (45) calendar days after receipt of review comments for Item A.3.a. |
| 3. Design Phase – Plans & Specifications | |
| a. Submittal of Preliminary Plans and Contract Documents/Specifications for review | (60) calendar days after receipt of review comments for Item A.2.a. |
| b. Submittal of Plans and Contract Documents/Specifications for bidding | (45) calendar days after receipt of review comments for Item A.3.a. |
| 4. Bidding Phase | As Required |

B. SPECIAL SERVICES

- | | |
|--|--|
| 1. Administrative Assistance | As Required |
| 2. Field Survey – Engineering Design | (45) calendar days after receipt of NTP |
| 3. Geotechnical and Pavement Investigation | (60) calendar days after receipt of NTP |
| 4. Land Disturbance Permit / SWPPP | As Required |

C. CONSTRUCTION SERVICES

May be Added by Supplemental Agreement

Date: June 19, 2023

To: Mayor and Council

From:

Re: Consideration of Knights of Columbus fundraiser event for Missouri Special Olympics



LICENSE NO: _____

FESTIVAL & EVENT PERMIT APPLICATION

Submit Completed Application to: 401 Main Street, Boonville MO 65233
Phone : 660-882-2332 / Fax: 660-882-6608 or e-mail

APPLICATION INSTRUCTIONS & TIMELINE

- Please fill out all information on this form as it pertains to your event
- Events that require street closures or other special requests are required to go before City Council for approval and to give the effected public the opportunity to address the council with any concerns. *Must submit 2 months prior to event
- Events on City property will require a \$1,000,000 liability insurance policy

EVENT INFORMATION

Event Name: Knights of Columbus fund raiser for Missouri Special Olympics

Event Start Date: August 26, 2023 **Event End Date:** August 26, 2023

Date of Set Up: August 26, 2023 **Times:** 7:00 am

Date of Tear Down: August 26, 2023 **Times:** 7:00 pm

Proposed Location: Mid America Industrial Drive to Fuqua Drive to Radio Hill Road to Knights parking lot

☐ **Downtown Area** ☐ **Kemper Park** ☐ **Harley Park**

☐ **Second Street Area** ☐ **Depot District** *State Park Permit required also

Expected Attendance: 140 **# of Staff & Volunteers:** 15

Are Vendors Expected? YES ☐ NO ☒ If YES, how many? **1-15** **16-20** **21-25** **26+**

• Vendors are defined as those selling goods, food and services at the event that do NOT have a current Merchant License with the City of Boonville
• Vendors that are already exempt such as non profit groups and agriculture based vendors for Farmer's Market do not count in the vendor total

Vendor License Fee: ☐ (1-15) **\$50** ☐ (16-20) **\$75** ☐ (21-25) **\$100** ☐ (26+) **\$125**

EVENT ORGANIZER INFORMATION

Company/ Organization Name: Boonville Knights of Columbus

Organizer's Name: Mike Ivy

Mailing Address: 1515 Radio Hill Road

Email Address: mksjs@sbcglobal.net

Phone: _____ **Cell Phone:** 660-621-4200

Phone: _____ **Cell Phone:** _____

WHAT CITY SERVICES WILL BE REQUESTED

<u>City Services-</u>	<u>Yes or No</u>	<u>Describe Your Needs-</u>
Electricity Hookup *AMEREN	☐ ☒	_____
Water Hookup	☐ ☒	_____
Dumpster / Trash Cans	☐ ☒	_____
Picnic Tables	☐ ☒	_____
Street Closure	☐ ☒	_____

EVENT COMPONENTS (Check all that apply)

☒ Alcohol	☐ First Aid/ EMT	☐ Security
☐ Amplified Sound	☐ Fireworks	☐ Signage/Banners
☐ Animals/ Petting Zoo	☐ Food Service	☐ Sporting Event
☐ Bicycling	☐ Inflatables	☐ Stage
☐ Bleachers	☐ Parade / Floats	☐ Tent / Canopies
☐ Carnival Rides	☒ Portable Restrooms	☐ Traffic Control
☐ Concert / Live Music	☐ Race (timed event)	☐ Water -City Source
☐ Electricity / Generator	☐ Run (non-timed event)	☐ Vendors
☐ *Other Items Not Listed _____		

PARADE & STREET CLOSURE REQUEST

Event Date: _____ Number of Parade Entries: _____

Set up Time: _____ Start Time: _____

Parade Route: _____

Staging Location: _____

Request for Parking Restrictions: ☐ Yes ☐ No

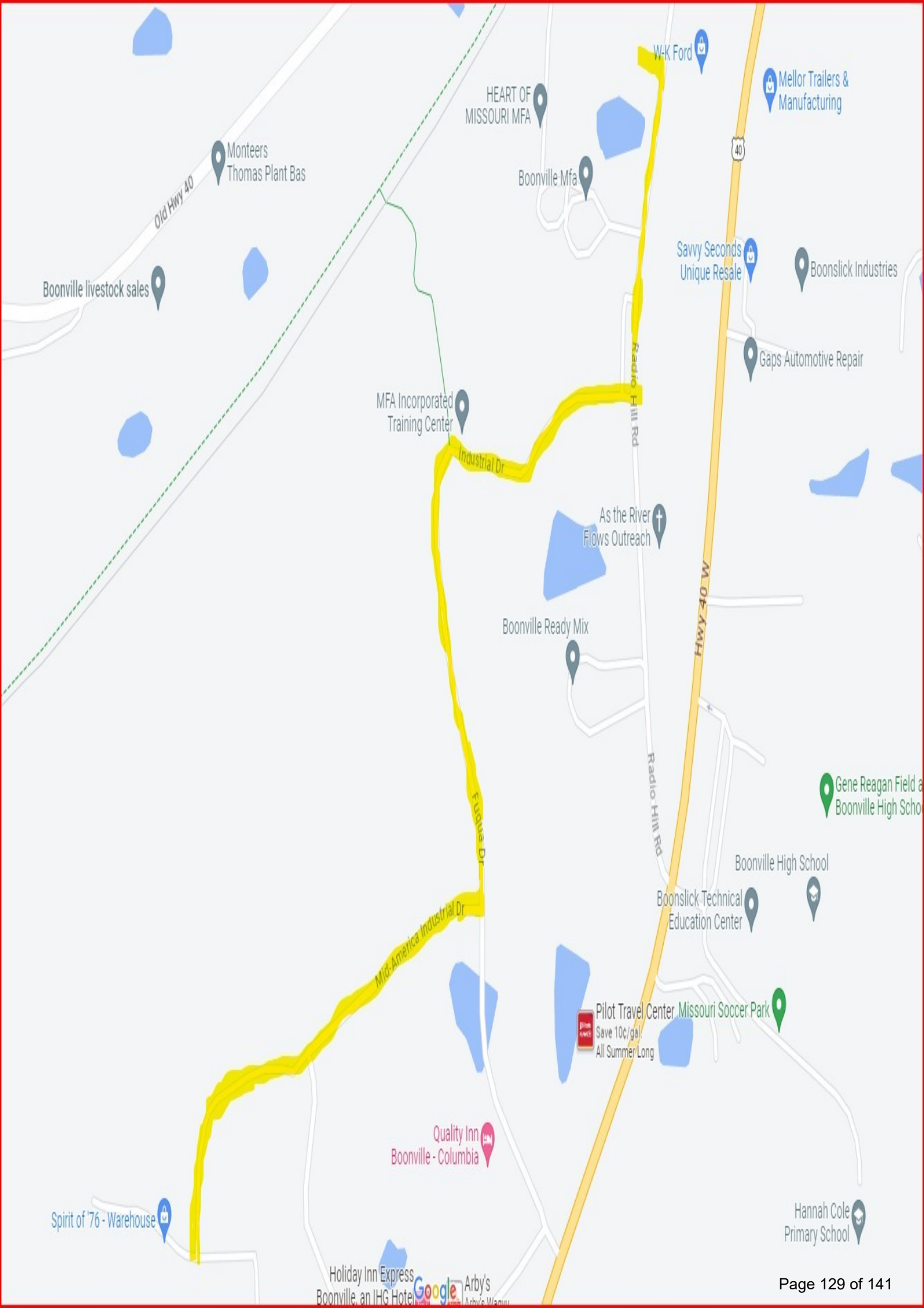
Street Sweeper Requested: ☐ Yes ☐ No

Description of Parking Restriction Request: _____

SITE LAYOUT

For large events, please include a site map and layout of the event, and make sure to include the following information that will be presented to City Council:

Include: tents / canopies, temporary structures, stages, alcoholic beverage areas, locations of portable restrooms, vendors and food concessions, transportation & parking plans, loading zones, vendor access and parking, and emergency vehicle accesses and/or route or any other pertinent information that may be unique to your event.



Date: June 19, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: Consider Resolution R2023-08 Authorizing and Approving an Agreement with Boonville R-1 Schools for School Resource Officer Program

As we discussed at the last Council meeting, the City and the School are partnering on a School Resource Officer Program. The terms of the arrangement were proposed in the City's submitted proposal back in February. Tonight, we will formalize the agreement with this intergovernmental agreement. Some of the key pieces of the agreement include:

- The School District will reimburse the City 76% of the cost of an SRO officer
- The City will provide all equipment, vehicles, uniforms, etc.
- The agreement will run for 3 years.

To begin the school year, we will bring on one SRO that will be stationed at Hannah Cole and Boonville High School. We plan to add the second SRO in January 2024. Chief Ayers and myself have had numerous discussions with the school district and we are pleased to be offering this program in schools.

RESOLUTION NO. R2023-08

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BOONVILLE, MISSOURI AND THE BOONVILLE R-1 SCHOOL DISTRICT, TO PROVIDE SCHOOL RESOURCE OFFICERS IN BOONVILLE R-1 SCHOOLS AND PROVIDING AN EFFECTIVE DATE THEREFORE.

WHEREAS, the Boonville R-1 School District desires to provide a security program to continue providing a safe environment for students, staff and citizens who interact with the District; and

WHEREAS, the City of Boonville wants to provide a School Resource Officer Program for the District; and

WHEREAS, the Boonville Police Department is uniquely suited to provide School Resource Officers in the Boonville R-1 District Schools that can enhance the safety and security at the schools.

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri as follows:

SECTION 1: That the City Council of the City of Boonville, Missouri shall approve and authorize an Intergovernmental Agreement with the Boonville R-1 School District for a Police Service Agreement, as set forth in "**Exhibit A**" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk are hereby authorized to execute, and attest said contract on behalf of the City of Boonville.

SECTION 3: This resolution shall take effect and be in full force from and after its passage and approval.

Passed this 19th Day of June, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

**Police Service Agreement
Boonville R-1 School District and City of Boonville, Missouri**

This Agreement by and between the **BOONVILLE R-1 SCHOOL DISTRICT** (hereinafter "District") and the **CITY OF BOONVILLE, MISSOURI** (hereinafter "City") on behalf of the Boonville Police Department (hereinafter "Department")

WHEREAS, District desires the City to provide a security program to assist the District in continuing to provide a safe environment for the students, staff, and citizens who interact with the District; and

WHEREAS, City desires to provide a School Resource Officer Program (hereinafter "Program") for the District; and

WHEREAS, Section 70.220 RSMo, authorizes local governmental entities to contract for the provision of services that are within their mutual scope of powers by law;

NOW THEREFORE, the parties mutually agree as follows:

Section 1: Time of Agreement

This initial term of this Agreement is three (3) years, commencing on the ____ day of _____, 2023 and ending on June 30, 2026.

- a. Should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) days' notice to the other.
- b. Following the initial three (3) year term, this agreement shall be automatically renewed for successive one (1) year periods unless either party request termination or modification of this agreement. The request will be made in writing and should be made on or before May 1st.
- c. This Agreement may be terminated by the either party, with or without cause, upon sixty (60) days prior written notification.

The annual renewals of this Agreement shall be based upon the same terms and conditions as set forth herein.

Section 2: Compensation

1. The City shall detach two (2) police officers from its Department and assign these officers to the District where each officer shall function as "School Resource Officer" (hereinafter "SRO"). Each SRO will be responsible for two schools in the District, one SRO will be assigned to Laura Speed Elliot Junior High School and David Barton Middle School and the second SRO will be assigned to Hannah Cole Primary School and Boonville High School. Each SRO will have use of a marked patrol vehicle for use.
2. The reimbursement percentage agreed upon by the City and the District is 76%.
3. The cost per SRO shall be \$50,000 for 2023-2024. Subsequent years, the cost shall be amended to reflect salary COLA's and/or merit increases. The City shall discuss merit increases with the District; however, any increases are at the sole discretion of the City. The City shall notify the District of the new cost by April 15th in writing, reflecting the 76% reimbursement cost.

4. The City shall invoice the District monthly for payment, requesting \$4166.67 per month in 2023-2024.
5. The City shall pay for and provide all SRO equipment, vehicle, vehicle equipment, fuel and training.

Section 3: General Terms and Conditions

1. Under the terms of this Agreement, City shall provide officers who are to respond to the needs of the District and who will regularly contact and assist the staff and students of the District. The functions of the SROs will include, but not be limited to:
 - a. Serving as a problem -solving resource for the students, faculty, and staff of the District and all grade levels.
 - b. Supporting the District's policies and guidelines as they relate to security and safety issues.
 - c. Providing assistance and sharing information to the District in dealing with individuals and/or conditions that may pose a threat to personnel, students and/or property of District.
 - d. Providing patrol activities and performing other duties which are deemed appropriate by the District and City.
 - e. Coordinating law enforcement functions with support units of the City.
 - f. Offering assistance to District by serving as a guest speaker and/or an instructor at District events, such as orientation, in-service, assemblies, club meetings, or in the classroom.
 - g. Document SRO activities on and off campus and provide a monthly report to the Police department and the principal(s) of the assigned schools.
 - h. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigations(s).
2. The SRO shall be made available to the district Monday through Friday for eight hours of daily service during the Academic Calendar Year, including summer school. An SRO's working hours may be modified based upon need but subject to approval by both City and District
 - a. The District shall submit to the City for review and approval a work schedule for SRO.
 - i. Work Schedules shall be submitted semiannually, a period from July 1-December 31st and a second period from January 1-June 30th. The work schedule shall indicate days in which the work schedule may be modified for special events, i.e., graduation, prom, etc. The schedule shall also indicate any and all days in which the students are not in session but there are scheduled teacher in-services, orientations, or workday that SROs are expected to be present.
 - ii. It is understood and agreed that the SROS will be present at the schools during summer school sessions.
3. Each SRO performing the services under this Agreement shall be considered an employee of the City and not an employee of the District. SROs shall follow the policies and procedures of the Department.
4. Each SRO shall wear the approved Department uniform and their authorized duty weapon in accordance with department policy.
5. City shall provide a supervisor of the rank of Sergeant or above who shall function as a liaison with the District for this Agreement.
6. The School shall provide the SRO access to education records of students on an as needed basis:

- a. School officials shall allow SRO's to inspect and copy any public education records maintained by the school to the extent allowed by law.
 - b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation, and the extent to which time is of the essence
 - c. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.
 - d. The City acknowledges that SROs may now and, in the future, have access to and contact with confidential information of District students, including but not limited to the education and/or medical records of District students protected by the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* ("Confidential Information"). Both during the term of this Agreement and thereafter, The City shall require its SROs to hold such Confidential Information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The City and its SROs shall not disclose any Confidential Information to any third party except as may be required by law, and any disclosure must be in compliance with FERPA.
7. The City and the District shall also have a committee of at least four (4), one of which is the supervisor that will meet regularly during the school year to evaluate and make changes to the SRO's roles, schedule, or to address any unexpected items.
 8. The SRO shall be included on the City's workman compensation and general insurance coverage.
 9. The participating organizations agree to maintain general liability insurance in full force and effect during the term of this MOU in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. for any acts or omissions that occur or claims that are made during the term of the MOU.
 10. The City agrees to hold the District, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO.
 11. This Agreement contains the entire agreement of the parties and can only be altered, amended, or modified in writing executed by all parties.
 12. Unless and until this Agreement is modified in writing by all parties, this Agreement shall supersede and take precedence over all other agreements or documents entered into by the parties, either mutually or separately.
 13. No party to this Agreement waives any defenses or immunities that it is otherwise has under the law.
 14. This Agreement shall be governed by the laws of the State of Missouri.
 15. The failure of any party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of such term or condition or any subsequent breach of it.

16. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other available remedies.
17. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
18. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other available remedies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their official seals as of the _____ day of _____, 2023.

City of Boonville

Attest:

By: _____
Mayor

By: _____
City Clerk

Boonville R-1 School District

Attest:

By: _____
Board President

By: _____
Board Secretary

Date: June 19, 2023

To: Mayor and Council

From:

Re: Economic Developer

Date: June 19, 2023
To: Mayor and Council
From:
Re: City Administrator

Date: June 19, 2023
To: Mayor and Council
From:
Re: Mayor

Date: June 19, 2023
To: Mayor and Council
From:
Re: City Clerk

Date: June 19, 2023
To: Mayor and Council
From: Jeff Ditto, Director
Re: Public Works Monthly Report May 2023

Public Works Monthly Report
May 2023

WWTP:

Total flow processed – 21,900,000 gallons
Average daily flow – 706,000 gallons
Sludge disposed – 49.59

WTP:

Gallons pumped from river – 38,967,000 gallons
Gallons pumped to customers – 34,674,000 gallons
Remarks:

Water Distribution / Sewer Collection:

Removed leaking valve on Rice Avenue
Installed 6" valve at Rice & 7th Street
Repaired 80ft of 6" Water Main on Reams Road
Installed 38 new meters

Street Department:

Repaired Public Works Street Cuts
Concrete work at the Golf Course
Yard Waste Pickup
Painted Streets
Swept streets with street sweeper

Central Garage:

Vehicles serviced and inspected – 6
Vehicle and equipment repairs – 14

Weather:

Average Temperature –70°
High Temperature – 95° May 8th, 2023
Low Temperature –51° May 2nd-5th, 2023
Total Rain –3.19"
Maximum Rain –1.51" May 15th, 2023

Missouri Gaming Commission State/Local Allocation of Gaming Revenues

For the Period 5/1/2023 through 5/31/2023
Year beginning 5/1/2023

RPT MGC/3



Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
05/01/2023	Monday	\$4,408.00	\$31,909.02	\$36,317.02	\$2,204.00	\$28,718.12	\$3,190.90	\$5,394.90
05/02/2023	Tuesday	\$4,066.00	\$27,381.48	\$31,447.48	\$2,033.00	\$24,643.33	\$2,738.15	\$4,771.15
05/03/2023	Wednesday	\$4,890.00	\$35,082.46	\$39,972.46	\$2,445.00	\$31,574.21	\$3,508.25	\$5,953.25
05/04/2023	Thursday	\$5,290.00	\$48,189.16	\$53,479.16	\$2,645.00	\$43,370.24	\$4,818.92	\$7,463.92
05/05/2023	Friday	\$8,910.00	\$70,345.30	\$79,255.30	\$4,455.00	\$63,310.77	\$7,034.53	\$11,489.53
05/06/2023	Saturday	\$11,076.00	\$85,022.63	\$96,098.63	\$5,538.00	\$76,520.37	\$8,502.26	\$14,040.26
05/07/2023	Sunday	\$8,752.00	\$62,030.77	\$70,782.77	\$4,376.00	\$55,827.69	\$6,203.08	\$10,579.08
05/08/2023	Monday	\$3,836.00	\$28,645.19	\$32,481.19	\$1,918.00	\$25,780.67	\$2,864.52	\$4,782.52
05/09/2023	Tuesday	\$4,362.00	\$37,206.24	\$41,568.24	\$2,181.00	\$33,485.62	\$3,720.62	\$5,901.62
05/10/2023	Wednesday	\$4,990.00	\$47,049.05	\$52,039.05	\$2,495.00	\$42,344.15	\$4,704.90	\$7,199.90
05/11/2023	Thursday	\$5,876.00	\$57,627.65	\$63,503.65	\$2,938.00	\$51,864.89	\$5,762.76	\$8,700.76
05/12/2023	Friday	\$8,316.00	\$61,234.96	\$69,550.96	\$4,158.00	\$55,111.46	\$6,123.50	\$10,281.50
05/13/2023	Saturday	\$10,914.00	\$68,099.82	\$79,013.82	\$5,457.00	\$61,289.84	\$6,809.98	\$12,266.98
05/14/2023	Sunday	\$8,858.00	\$59,243.15	\$68,101.15	\$4,429.00	\$53,318.84	\$5,924.31	\$10,353.31
05/15/2023	Monday	\$5,114.00	\$39,797.21	\$44,911.21	\$2,557.00	\$35,817.49	\$3,979.72	\$6,536.72
05/16/2023	Tuesday	\$4,366.00	\$35,672.22	\$40,038.22	\$2,183.00	\$32,105.00	\$3,567.22	\$5,750.22
05/17/2023	Wednesday	\$4,050.00	\$29,481.27	\$33,531.27	\$2,025.00	\$26,533.14	\$2,948.13	\$4,973.13
05/18/2023	Thursday	\$5,426.00	\$43,872.98	\$49,298.98	\$2,713.00	\$39,485.68	\$4,387.30	\$7,100.30
05/19/2023	Friday	\$8,546.00	\$78,692.28	\$87,238.28	\$4,273.00	\$70,823.05	\$7,869.23	\$12,142.23
05/20/2023	Saturday	\$10,234.00	\$81,333.77	\$91,567.77	\$5,117.00	\$73,200.39	\$8,133.38	\$13,250.38
05/21/2023	Sunday	\$7,374.00	\$57,638.38	\$65,012.38	\$3,687.00	\$51,874.54	\$5,763.84	\$9,450.84
05/22/2023	Monday	\$3,566.00	\$27,653.61	\$31,219.61	\$1,783.00	\$24,888.25	\$2,765.36	\$4,548.36
05/23/2023	Tuesday	\$3,898.00	\$39,919.71	\$43,817.71	\$1,949.00	\$35,927.74	\$3,991.97	\$5,940.97
05/24/2023	Wednesday	\$4,766.00	\$51,884.68	\$56,650.68	\$2,383.00	\$46,696.21	\$5,188.47	\$7,571.47
05/25/2023	Thursday	\$5,992.00	\$53,674.53	\$59,666.53	\$2,996.00	\$48,307.08	\$5,367.45	\$8,363.45
05/26/2023	Friday	\$8,186.00	\$65,030.52	\$73,216.52	\$4,093.00	\$58,527.47	\$6,503.05	\$10,596.05
05/27/2023	Saturday	\$10,514.00	\$84,269.91	\$94,783.91	\$5,257.00	\$75,842.92	\$8,426.99	\$13,683.99
05/28/2023	Sunday	\$9,250.00	\$78,750.88	\$88,000.88	\$4,625.00	\$70,875.79	\$7,875.09	\$12,500.09
05/29/2023	Monday	\$6,262.00	\$58,438.58	\$64,700.58	\$3,131.00	\$52,594.72	\$5,843.86	\$8,974.86
05/30/2023	Tuesday	\$3,892.00	\$24,437.50	\$28,329.50	\$1,946.00	\$21,993.75	\$2,443.75	\$4,389.75
05/31/2023	Wednesday	\$4,520.00	\$39,387.08	\$43,907.08	\$2,260.00	\$35,448.37	\$3,938.71	\$6,198.71
Casino Report Totals:		\$200,500.00	\$1,609,001.99	\$1,809,501.99	\$100,250.00	\$1,448,101.79	\$160,900.20	\$261,150.20
Casino YTD Totals		\$200,500.00	\$1,609,001.99	\$1,809,501.99	\$100,250.00	\$1,448,101.79	\$160,900.20	\$261,150.20

